APPLICATION AND LICENSE AGREEMENT FOR PHILADELPHIA, PA

This Application and License Agreement, by and between The "Original" Classic Gem & Jewelry Show, Inc.® ("InterGem") and ________________________ ("Applicant"), witnesseth that in consideration of the payment to InterGem from the sum stipulated below, and the mutual covenants and conditions herein contained, the parties agree:

1. That InterGem will grant to Applicant and Applicant will occupy, a _________ foot Licensed Premise in the Greater Philadelphia Expo Center at Oaks in Philadelphia, PA at the InterGem show, which will be conducted from Friday through Sunday.

2. The total rental shall be $_________ (consisting of your Licensed Premise, Equipment & Decorating Package, and minimum required Electrical Wattage) which shall be payable upon submission of this Application and License Agreement, unless Applicant has arranged for a Renewable Deposit as provided in Paragraph b on the reverse hereof. The total balance is due 1 week prior to the first day of the show to receive the Advance Price. IF YOU DO NOT HAVE A RENEWABLE DEPOSIT ON FILE, THE FULL AMOUNT DUE SHALL BE SUBMITTED WITH APPLICATION. CONTRACTS SUBMITTED WITHOUT PAYMENT WILL NOT BE ACCEPTED.

3. InterGem will provide the following to the Applicant within the above Licensed Premise amount:
   a. A Licensed Premise of the length specified in Paragraph A above, 8' deep (or 7' deep when regulations allow) with two chairs and tables. The number of tables provided are as set forth in parentheses following each Licensed Premise length: 10' or 11' (3'6" and 4'); 14' (4'6" and 1'4''); 15' (2'4" and 1'8''); [3 showcases across front take place of tables]; 20' (3'8" and 2' 6''). For each showcase used, the number of tables allocated will be reduced by one 6' table. An extra charge will be assessed for any additional tables and furniture supplied by InterGem.
   b. No other identification sign may be used, other than that supplied or approved by InterGem.
   c. Electrical outlets for power consumption at 120 volts, 60 cycles, single phase, alternating current, in the wattage set forth in parentheses following each Licensed Premise length: 10'/11' (500 watts); 14'/15' (750 watts); 20' (1000 watts). Additional wattage may be furnished at Applicant's expense; provided that arrangements are made with InterGem when submitting this Application and License Agreement. Provision of display lighting, extension cords and power strips are the sole responsibility of Applicant. All extension cords and power strips MUST BE 3-wire grounded cords.
   d. General area security, subject to the limitations of Paragraphs P and Q on the reverse hereof.

4. Any breach by Applica of any Application and License Agreement term, including, but not limited to, terms regarding payment by Applicant, shall entitle InterGem to: (a) order Applicant to remove its property from the show premises; (b) retain, as liquidated damages for breach of License Agreement, all sums therefore paid by Applicant for participation in the show; (c) collect immediately any balance due InterGem; (d) cancel any other Agreement(s) for Applicant's participation in future shows without liability; and (e) collect any other damages and seek any other remedies that InterGem may be entitled to.

5. The Terms & Conditions on the reverse are specifically incorporated herein and constitute an essential part of this Application and License Agreement and are binding upon the parties. The individual signing on behalf of the Applicant certifies that (s)he has read, in entirety, this Application and License Agreement and accepts its terms and conditions.

6. The Licensed Premise includes a set decorating package including tables and coverings, 2 chairs, drape and signage [Please see the back of this contract for specific information on your requested booth size.] If you would like to rent additional equipment to that already provided, please complete the section above specifying the exact quantities needed. All showcases; pegboards; uprights, bases, crossbars; additional tables, electricity and chairs; MUST be ordered as part of this Application and License Agreement.

7. Cancellation of Pre-Ordered Booths and/or Extra Supplies: Pre-ordered booths and extra supplies may be cancelled by Applicant, provided that such notice of cancellation is received by InterGem, IN WRITING, no later than 30 days prior to the first day of the show. In this instance, a cancellation fee of $100.00 will be assessed for all booths (no exceptions) and there will be no cancellation fee or penalty applied for extras. Applicants, who cancel, IN WRITING, less than 30 days prior to the first day of the show, must pay a cancellation fee of 50% of the pre-ordered booth and/or all extra supplies. In the absence of proper notice of cancellation, Applicant will not be entitled to any refund or allowance whatever and will be liable for the total pre-ordered booth and/or all extra supplies.

8. Applicant does not carry any type of skincare or makeup products. Creams, lotions, and certain cosmetics are prohibited as merchandise under the Standard License Agreement stipulated here. Skincare exhibitors must apply using the SKINCARE VENDOR CONTRACT and will be beholden to the policies, regulations and fees stipulated in the designated document. If Applicant submits a standard contract and carry's merchandise of this nature, they will forfeit the right to participate in the show and will not receive a refund for any amount paid. If merchandise of this nature is displayed during show hours, Applicant may be asked to leave the show and must do so immediately without a refund if show manager or InterGem Staff Member demands it. (Contact our Customer Service Department for further information.)

IN WITNESS WHEREOF, the parties have individually or through their duly authorized representatives, agents or officers, caused this Application and License Agreement to be signed on ___________________ 20__

PRINT CLEARLY FOR BOOTH SIGN INFORMATION

(Applicant’s Complete Business Name)

______________________________

(Signature and Business Title)

(Print Name and Business Title)

Primary Type of Merchandise

1. _____________________ 2. _____________________

FOR OFFICE USE ONLY:

ACCEPTED (SIZE BOOTH) □ WAIT LIST

By: Authorized Signature Date

(Association’s City, State and Zip Code)

(Association’s Telephone and Fax Numbers)

(Association’s E-Mail Address)

(PA Tax Id Number)

IMPORTANT TAX INFORMATION: Temporary Tax License is required; call Dept. of Revenue at 412.665.7540 (no fee for license).
The International Gem & Jewelry Show, Inc.® (InterGem) owns and manages the International Gem & Jewelry Show and the Great American Gem Show & Sale. Applicants shall use only the Licensed Premise hereunder, for the display and sale of items specified in Paragraph H below, and for no other purposes. The Applicant may use for display purposes only such tables, mirror and floor standing showcases as are furnished by InterGem/Great American/My Favorite! Bead Show in accordance with Paragraph 6(a) below hereof, or supplied by InterGem/Great American/My Favorite! Bead Show under separate agreement; except, when an Applicant proposes, for specific purposes, to use a unique Applicant-owned display rather than standard tables and floor standing showcases. The Applicant may furnish InterGem/Great American/My Favorite! Bead Show a description of such display and at the time of signing the Application and License Agreement, request approval for its use. Approval may or may not be granted at the discretion of InterGem/Great American/My Favorite! Bead Show. InterGem/Great American/My Favorite! Bead Show in the event InterGem/Great American/My Favorite! Bead Show grants permission to use Applicant-owned floor standing showcase(s), there will be a charge of $30.00 per showcase.

InterGem/Great American/My Favorite! Bead Show reserves the right, at its sole discretion, to accept or deny any Applicant for any and all shows. An Applicant shall not assign, sublet, lease, sublease or share all or any part of its assigned space, without a written agreement with InterGem/Great American/My Favorite! Bead Show. Any such assignment shall be void ab initio and InterGem/Great American/My Favorite! Bead Show shall immediately cancel the Application and License Agreement in such case and the Applicant shall promptly notify InterGem/Great American/My Favorite! Bead Show of the cancellation. Applicants who employ goldsmiths or jewelers during a show:

Any Applicant who submits payment by check and, for any reason, that check is returned uncollected to InterGem/Great American/My Favorite! Bead Show shall be held responsible for the safety or loss of Applicant’s display or merchandise, whether during show hours or during closed hours, even though InterGem/Great American/My Favorite! Bead Show may have failed to exercise reasonable security precautions. Applicant agrees that if it is required to cancel the show because of war, revolution, civil disturbance, fire, flood, calamity, disaster or Act of God, more than three weeks before the first date for the show listed on the front of the Application and License Agreement, Applicant's financial obligation shall be reduced by 60% and InterGem/Great American/My Favorite! Bead Show will refund Applicant any excess over the 75% theretofore paid on account of the Application and License Agreement. Applicant agrees that, if InterGem/Great American/My Favorite! Bead Show is compelled to cancel the show for any of the reasons enumerated in Paragraph V hereof, Applicant shall have no claim for loss or damage against InterGem/Great American/My Favorite! Bead Show other than for specific refunds. InterGem/Great American/My Favorite! Bead Show shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, InterGem/Great American/My Favorite! Bead Show's liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold InterGem/Great American/My Favorite! Bead Show harmless against all claims in connection therewith.

Applicant shall not nail, screw or otherwise attach or connect any object to any column, wall, floor or other structure of the Hall without first obtaining written consent of InterGem/Great American/My Favorite! Bead Show, unless Applicants have a unique Applicant-owned display other than standard tables and floor standing showcases. The Applicant may promote in writing. (2) In the event of conflict between the Application and License Agreement and any such rule and regulation, the Application and License Agreement shall govern unless it is specifically stated otherwise.

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