



MICHIGAN STREET 2012

3300 E. MICHIGAN ST.

TUCSON, AZ 85714

TERMS AND CONDITIONS

1. Applicant shall use only the Licensed Premise hereunder, for the display and sale of items related to jewelry, gem, mineral and related materials. All items displayed must not include anything unsuitable or lacking good taste as determined by **JG&M Expo**. Applicant agrees that any nonconforming items shall be removed immediately by Applicant at the request of show management. All materials must be displayed in professional manner. The licensed premise may not be used for any other purpose than the sale and display of the above mentioned items. Applicant shall not assign, sublet, lease, sublease or share all or any portion of its licensed premise.
2. At its sole discretion, **JG&M Expo** reserves the right, to approve or disapprove any Application / License Agreement.
3. Applicant agrees to hold **JG&M Expo** harmless from any claims arising from Applicant's participation in the show, including, but not limited to, claims arising from the use of vehicles or equipment, set-up and tear-down operations, any claim arising from any act or omission of Applicant, its owners, employees, agents, or guests, and from any claims arising from loss, robbery, burglary, pilferage, fire, water damage, accident, negligence or other cause, regardless of whose act or omission generates such claim or claims.
4. Applicant shall comply with such rules and regulations as **JG&M Expo** may publish in writing. In the event of conflict between this Application and License Agreement and any such rule and regulation, this Application and License Agreement shall govern.
5. **PAYMENT FOR LICENSE AGREEMENT:** Payment for License Agreement should be made payable to: **Jewelry, Gem, & Mineral Exposition, LLC (JG&M Expo)**. 50% of the total License Agreement payment stipulated on the front of the Application and License Agreement is due and payable at the time this Application and License Agreement is submitted to **JG&M Expo**. If for any reason, this Application and License Agreement is not accepted by **JG&M Expo**, such payment will be returned promptly to Applicant. If the balance of License Agreement payment is not received at the show office by October 31, 2010, an additional late charge of \$100.00 per month will be assessed.
6. Alterations of any kind to the licensed premises are not permitted. Nothing may extend outside the any height above the floor that may be dangerous or create a hazard.
7. The applicant will hold **JG&M Expo** harmless for any liability or claims caused by the applicant damaging, destroying, or marring of any part of the structure in which the show is being held.
8. Applicant shall be solely responsible for the payment and collection all taxes and levies related to this show and shall hold **JG&M Expo** harmless from all claims in connection therewith.
9. Applicant is aware that **JG&M Expo** does not carry risk insurance to protect licensee. Applicant may obtain, at Applicant's expense, insurance against risks implicit or explicit in its participation in the show.
10. A representative of the licensee must be present on Licensed Premise when the show is open to the public.
11. All representatives of the licensee must wear the official badge issued by **JG&M Expo** at all times when on show premises.
12. Applicant agrees that **JG&M Expo** shall not be responsible for any losses or damages caused by or in any way related to any equipment which **JG&M Expo** provides to Applicant.
13. All applicants must comply fully with the Federal Trade Commission rules as they apply to the jewelry and watch trade. Full disclosure of metals and metal content, descriptions of pearls, stones and treatments thereto are required by FTC rules. Licensees shall refund the full purchase price of any item that failed to meet FTC rules. Resolution of disputes concerning FTC rules will be resolved to the satisfaction of **JG&M Expo**. All disputes will be resolved before the final closing of the show. A sales receipt will be issued containing a complete description of all items purchased and conditions for the sale.
14. Applicant agrees to comply with all laws, rules and regulations of the jurisdiction (City, County and State) in which the show is held, and with the laws, rules and regulations of the United States.
15. Settlement of disputes between Licensees and customers concerning returns, refunds and exchanges of items purchased at current show is reserved by **JG&M Expo**.
16. Applicant may use only tables, showcases, poles, crossbars and drapes supplied by **JG&M Expo**. Applicant owned furnishings may be used if permission is requested by applicant, in writing, and approved by **JG&M Expo**. Any applicant owned furnishings and drapes must meet any regulatory agency's rules and requirements. Use of Applicant-owned floor standing showcases will invoiced at \$30.00 per showcase.
17. **RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES**
Applicant agrees that **JG&M Expo** shall not be held responsible for the safety, loss or damage of Applicant's merchandise at any time, due to glass breakage, accident, negligence or other cause, regardless of whose act or omission generates such claim or claims. Applicant agrees to hold **JG&M Expo** harmless from any and all claims arising from Applicant's use of equipment, whether by any act or omission of Applicant, its owners, employees, agents, or guests, regardless of whose act or omission generates such a claim or claims. Applicant agrees to reimburse **JG&M Expo**, upon written request, for repairs to any rented or supplied equipment, due to any breach by Applicant of any term or terms, accident, negligence or other cause.
18. Use of any type of adhesive or adhesive tape on any equipment rented from **JG&M Expo** is prohibited. If **JG&M Expo** is required to remove adhesive or adhesive tape, Applicant will be assessed a charge of \$35.00 for removal and/or cleaning of each piece of equipment affected.