

TERMS AND CONDITIONS **

Gem and Bead Mall Tucson Show

2901 s. 4TH Ave., Tucson, AZ 85713 Tel: 520-882-7144 Fax: 619-923-8940

YOUR COMPANY INFOR	VIATION				
Company					
Contact Name					
Address		City	State	Zip	
Phone	Fax		E-mail		
Type of Display (product	s)				
BOOTH REGISTRATION					
Trade Show on GBM Tuc	son February Sh	ow Feb. 1 st –	14 th 10am to 6pn	n	
Registrations received at	ter November 1	5th will not be	listed in conventio	on printed progra	m.
BOOTH SIZES (please sel	ect the size boot	h you wish to	purchase)		
Single Boot	h (10'x10') (\$180	00)	Double Booth (2	23'x10) (\$3600)	
Reserve one of these spa	aces. Refer to ter	ms & conditio	ns for more inform	ation.	
BOOTH SELECTION					
Please see the enclosed third choices.	floor plan to sele	ect booth or co	ombined booths. In	dicate your first,	second and
Booth #	Booth #	B	ooth #	Booth #_	
TRADE SHOW HOURS					
Booth Set-up Date: Jan.	29 th – 31 st . (3 d	lays) 10:00ar	n – 5:00pm		
FREE drinks 4:45pm Show	– 5:45pm at Trad	de Show Bootl	n Removal Immedia	ately following clo	ose of Trade

The attached rental agreement and terms and conditions are incorporated herein and made a part hereof.			
50% Deposit & Payment: See Line 2 of the ** text			
Cancellation: See Line 3 of the **text			
Additional Information:			
• Booth size – 10'x10' (can be enlarged by combining booths.)			
• Contact Rachel at GBM Tucson Show 520-882-4177 for information and rates for booth set up.			
2014 GBM Tucson SHOW/VENDOR REGISTRATION & SPACE RENTAL APPLICATION			
Feb. 1-14 th . 2014			
For more information, call 520-882-4177 or visit our website at GemandbeadMall.com			
WHITE: NATO CANARY: CUSTOMER COPY			
EACH 10'x10' BOOTH INCLUDES:			
• 1 identification sign			
• 1 skirted 10' table			
• 2 chairs			
50% Booth deposit \$ is due with trade show/vendor registration. Remaining total is due 3 days end of show.			
Pay by Check: Mail completed sponsorship form(s) along with payment to:			
Gem and Bead Mall Tucson, LLC.			
2901 S. 4 th Ave, Tucson, AZ 85713			
Pay by Credit Card: Please e-mail this completed form to: info@gemandbeadmall.com			
And you will be contacted for your credit card information.			
Total Booth Registration			
Booth Number GRAND TOTAL \$			

1) Contract for Space. This application for space in the Exhibition area of The Gem and Bead Mall Tucson, LLC. ("Exhibit Area"), subsequent formal notice of assignment by the Gem and Bead Mall Tucson, LLC. (Hereinafter referred to as Management) and the full payment of rental charge constitute a contract for the right to use exhibit space ("Space"). In the event of fire, strike, or other uncontrollable circumstances which render the Exhibit Area unfit or unavailable for use or cause the Gem and Bead Mall Tucson, LLC. to be canceled 10 days or more prior to the opening of the Gem and Bead Mall Tucson, LLC. this contract will be binding and any payments on account of Space rental will be refunded. If such event should occur less than 10 days prior to the opening of the Gem and Bead Mall Tucson, LLC, 50% of the money paid for Space rental will be refunded. Management reserves the right in its discretion to make such modification to the size or configuration of each Space as may be necessary, but any such adjustment shall be made equitably to each Applicant affected thereby.

- 2) Payment for Space. Applications for Space must be accompanied by a deposit in U.S. funds for a minimum of 50% of the full amount contracted for and made payable to Gem and Bead Mall Tucson, LLC (which will be credited as payment when Space has been assigned). Payment for all remaining balances is due on or before 3 days of end show for contracted space. Full payment must accompany application for Trade Show rental space made after Feb 1st. 2014.
- 3) Cancellation Policy. If space is canceled by Applicant one month before the show, no payment or part of payment will be refunded.

Any space not claimed and occupied at 12:00pm 30 days before the show may be reassigned without further notice and without refund of any rental fee(s) paid.

4) Rental Space Usage. All exhibits shall conform to all fire and building codes for the City of South Tucson and the State of AZ.

Exhibits and exhibitors shall not do anything of a nature or operation that will annoy or disturb fellow exhibitors right to exhibit.

5) Agreed upon space (attached numbered spaces). All booths and combination of booths available on a first come basis. Single booths are 10' x 10' and, (1) 10' table and two folding chairs and one standard company identification sign.

Electrical is provided, but can be obtained by contacting Vincent Mao at 520-882-4177 additional cost. Displays shall be placed not to interfere with other exhibitors. Simple identification signage provided will be provided at no charge. Custom signage can be erected at exhibitors expense, but cannot interfere with other exhibitor's space.

- 6) Exhibitors shall not assign or sublet its space without prior written permission of management. All activities, sales or demonstrations shall be done in agreed rental space. Exhibitor cannot show merchandise of others than those manufactured and handled by said exhibitor in course of regular business.
- 7) Management reserves the right, at its discretion, to prohibit anything which it determines objectionable that will deter the overall trade show. This right extends to persons, things, conduct and printed matter, displays, etc.
- 8) Restrictions in Operations of Exhibits. Management reserves the right, in its sole discretion, to restrict any exhibit which may, because of noise, method of operation, materials, or any reason become objectionable, and also to prohibit any exhibits which, in the opinion of Management, may distract from the general character of the Gem and Bead Mall Tucson as a whole, This right of restriction extends to persons, patrons, things, conduct, printed matter or anything of a character which Management determines in its discretion to be objectionable.
- 9) Care of Building and Equipment. Applicant and its agents shall not injure, deface or damage the Exhibit Area building or equipment, walls, ceilings, carpet, floors of the building, the Exhibit Area, the Space, the booths or booth equipment. If such damage appears, Applicant is liable to the owner of the property so damaged.
- 10) The Gem and Bead Mall Tucson has contracted with Vincent Mao 520-882-4177 to assist you or provide services for erection and dismantling of displays at an additional expense, if you choose. The Gem and Bead Mall Tucson will allow erection of displays by exhibitor as long as all laws and codes are followed.
- 11) Liability. Neither Management nor any of its officers or agents, nor any of its staff members, nor Gem and Bead Mall Tucson, nor Gem and Bead Mall Tucson management shall be responsible for the safety of the property of the Applicant from theft, damage by fire, accident or any other cause whatsoever. Each exhibitor shall hold Management, including their officers, directors, employees and agents, the Gem and Bead Mall Tucson, LLC. (the "Indemnified Parties") harmless from any indemnity the Indemnified Parties against all losses, liabilities, damages deficiencies, taxes, costs or expenses of any kind including interest, penalties and reasonable attorneys' fees and disbursements incurred in investigation or defense, whether based in contract, tort, or otherwise, arising at any time and in any manner whatsoever out of or in connection with an alleged or actual act, acts, omission, or omissions by Applicant in connection with any of the business, affairs or activities that are directly or indirectly related to the subject matter of this Agreement, including the rental of Space herein. Applicant is required to provide a Certificate of Insurance, with a minimum of \$1,000,000 liability coverage, including property damage, to Management no later than 3 month before the show, and Gem and Bead Mall Tucson, LLC. must be named as additional insured's. If applicant did not provide a certificate of insurance. Applicant will take care her/his own liability which Gem and Bead Mall Tucson, LLC will not be responsible any applicant's lost, damage, injury and other liability issues.
- 12) Circulation and Solicitation. Distribution of circulars or promotional materials may be made only in the Space assigned to the Applicant presenting such material. Any organization or individual not assigned Space in the Exhibit Area will not be permitted to solicit business within the Exhibit Area. Gem and Bead Mall Tucson's exhibitors are requested to inform Management of their knowledge of any such occurrence.
- 13) Amendments and Waivers. This Agreement (consisting of these terms and conditions and the Application on the reverse side of this page), formal notice of assignment of Space, and the full payment of the rental charge constitutes the entire Agreement between Management and Applicant relating to the subject matter hereof. No term or condition may be modified except as specifically made in writing signed by the party against whom enforcement is sought. No express or implied waiver by Management of any default hereunder shall in any way be, or be considered to be, a waiver or any future or subsequent default whether similar in kind or otherwise.

If any provision of this Agreement is declared invalid by any tribunal, then such provisions shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement, as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be adjusted, the provision shall be deemed deleted from this Agreement as though such a provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

14) Governing Law/Arbitration. This Agreement shall be governed by the laws of the State of Arizona, applicable to agreements made and to be wholly performed therein. In the event any controversy arises between the parties to this Agreement pertaining to the subject matter hereof, the parties agree that the controversy shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Tucson Arizona. Any award made by the arbitrator(s) shall be final and binding upon the parties hereto, and judgments thereon may be entered in any court of competent jurisdiction. The prevailing party in any such arbitration, as determined by the arbitrator(s) shall be entitled to its reasonable attorneys' fees and costs.