

| Show Hours                              |                                     |
|---|-------------------------------------|
| Jan 31 - Feb 14, 2015<br>10am until 6pm | February 15, 2015<br>10am until 4pm |
| Set-up Time                             | Tear-down Time                      |
| Jan 30, 2015<br>10am until 8pm          | February 15, 2015<br>4pm until 10pm |

# MAIN AVENUE GEMSHOW 2015

1201 N MAIN AVE.

TUCSON, AZ 85705

520-889-1840

WWW.MAINAVEGEMSHOW.COM

## APPLICATION/LICENSING AGREEMENT FOR EXHIBIT SPACE

**50% DEPOSIT DUE WITH APPLICATION. BALANCE DUE OCTOBER 31ST, 2014.**

This Application and License agreement is between **Main Avenue Gemshow, LLC [Main Ave Gemshow]** and \_\_\_\_\_ **[Applicant]**. **Main Ave Gemshow** in consideration of the payment listed hereon to **Main Ave Gemshow** by the **Applicant** and the conditions and terms listed herein. **Main Ave Gemshow** will provide licensed premises at the noted **2015 Tucson Show**.

**FIFTY PERCENT (50%)** of the total License Agreement payment **IS DUE** and payable **at the time** this Application and License Agreement is submitted to **Main Ave Gemshow**. If for any reason, this Application and License Agreement is not accepted by **Main Ave Gemshow**, such payment will be returned promptly to Applicant. **The balance** of License Agreement payment is **DUE** at the show office by **October 31, 2014**.

### Cancellation Policy

**Main Ave Gemshow** will refund 50% of the full paid booth price if cancellation is received, in writing, by November 1, 2014.

**Main Ave Gemshow** will refund 25% of the full paid booth price if cancellation is received, in writing, by December 1, 2014.

The cancellation fee is 100% of the booth price if the cancellation is received after December 1, 2014.

Refunds will be processed promptly and sent to the address of record.

If the Licensed Premises is not occupied by 10:00 am of the opening day of the show, the licensed premise may be forfeited by Applicant, at the sole discretion of **Main Ave Gemshow**. The forfeited licensed premise may be filled by another exhibitor. The original Applicant will still be liable for full payment of the Licensed Premise and not entitled to any refund.

### Rental of Extra Equipment and Electricity

**Main Ave Gemshow** does not own any equipment and must order everything from a contractor prior to the show. **Main Ave Gemshow** will not be able to provide the equipment if it is not made aware of your needs. It is imperative that you submit your request and payment for extra equipment with this application and licensing agreement. Please use the following chart to indicate your needs and compute the cost. This chart is considered part of this Licensing Agreement.

| OUTSIDE TENT PRICES |           |   |
|---------------------|-----------|---|
| Size                | Price     | # |
| 20'x20'             | \$2500.00 |   |

Price does not include Electricity  
For Larger sizes please inquire

| STORAGE (per year) |                            |       |       |
|--------------------|----------------------------|-------|-------|
| #                  | Type                       | Price | Total |
|                    | Metal Case                 | \$150 |       |
|                    | Full Pallet (4' - 8' tall) | \$150 |       |
|                    | 1/2 Pallet (up to 4' tall) | \$95  |       |
|                    | Storage Total              |       |       |

| TENT NUMBER |
|-------------|
|             |

*The undersigned has read and understood the contents of this document (front & back) and has the authority to enter into legal contracts on behalf of the Applicant. Applicant will be responsible for compliance with all terms and conditions of this agreement. Applicant agrees to assume all cost and fees incurred in connection with actions Main Ave Gemshow may institute to obtain any payments due Main Ave Gemshow. If a check that was submitted to Main Ave Gemshow for payment of fees is returned uncollected, the Applicant is responsible for an additional charge of \$25.00 for each returned item.*

**MAKE PAYABLE TO**  
Main Avenue Show, LLC  
1202 N Main Ave • Tucson, AZ 85705  
520-889-1840 (Tel) • 520-889-4145 (Fax)  
info@mainavegemshow.com

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

E-mail \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ACCEPTED & APPROVED By Main Ave Gemshow

Signature \_\_\_\_\_

Date \_\_\_\_\_

For Main Avenue Gemshow, LLC

THIS APPLICATION / LICENSING  
AGREEMENT IS  
NOT VALID UNTIL

YOU RECEIVE A SIGNED, ACCEPTED AND  
APPROVED COPY OF THIS AGREEMENT.

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## TERMS AND CONDITIONS

- 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 **Main Ave Gemshow**. 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.
- At its sole discretion, **Main Ave Gemshow** reserves the right, to approve or disapprove any Application / License Agreement.
- Applicant agrees to hold **Main Ave Gemshow** 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.
- Applicant shall comply with such rules and regulations as **Main Ave Gemshow** 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.
- PAYMENT FOR LICENSE AGREEMENT:** Payment for License Agreement should be made payable to: **Main Avenue Gemshow (Main Ave Gemshow)**. 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 **Main Ave Gemshow**. If for any reason, this Application and License Agreement is not accepted by **Main Ave Gemshow**, 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, 2014, an additional late charge of \$100.00 per month will be assessed.
- 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.
- The applicant will hold **Main Ave Gemshow** 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.
- Applicant shall be solely responsible for the payment and collection all taxes and levies related to this show and shall hold **Main Ave Gemshow** harmless from all claims in connection therewith.
- Applicant is aware that **Main Ave Gemshow** 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.
- A representative of the licensee must be present on Licensed Premise when the show is open to the public.
- All representatives of the licensee must wear the official badge issued by **Main Ave Gemshow** at all times when on show premises.
- Applicant agrees that **Main Ave Gemshow** shall not be responsible for any losses or damages caused by or in any way related to any equipment which **Main Ave Gemshow** provides to Applicant.
- 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 **Main Ave Gemshow**. 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.
- 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.
- Settlement of disputes between Licensees and customers concerning returns, refunds and exchanges of items purchased at current show is reserved by **Main Ave Gemshow**.
- Applicant may use only tables, showcases, poles, crossbars and drapes supplied by **Main Ave Gemshow**. Applicant owned furnishings may be used if permission is requested by applicant, in writing, and approved by **Main Ave Gemshow**. 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.
- RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES**  
Applicant agrees that **Main Ave Gemshow** 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 **Main Ave Gemshow** 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 **Main Ave Gemshow**, 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.
- Use of any type of adhesive or adhesive tape on any equipment rented from **Main Ave Gemshow** is prohibited. If **Main Ave Gemshow** 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.

## DESCRIPTION OF EXHIBIT SPACES

### 20' x 20' TENT SPACE

20 linear feet across front  
20 linear feet deep  
Electricity available for an additional fee.

### 20' x 40' TENT SPACE

40 linear feet across front  
20 linear feet deep  
Electricity available for an additional fee.

### 20' x 60' TENT SPACE

60 linear feet across front  
20 linear feet deep  
Electricity available for an additional fee.