



G.L.D.A., INC.

Wholesale
"Gem & Jewelry Show"

120 Derwood Circle, Rockville, MD 20850 • (301) 294-1640 • (520) 792-9431 • (301) 294-0034 • Email: GLDA@intergem.net • Web: www.GLDA.com

EXHIBITOR CONTRACT

This application shall not be an effective contract until accepted on behalf of G.L.D.A., Inc.

We, the undersigned, make application for show space provided by G.L.D.A., Inc.

AT Las Vegas, NV SHOW DATES May 30 – June 2, 2011
 SET-UP May 29, 9AM to 8 PM HOURS 10 AM to 6 PM Daily
 ADDRESS The Mirage Hotel & Casino BOOTH NUMBER

Exhibitor agrees to pay a licensing fee of _____ to be paid in three equal payments with an advance payment of _____ the second payment of _____ due on or before _____ and the balance due of _____ due on or before _____.

If the payments/balances are not paid by the times specified above, this contract automatically cancels itself and NO REFUNDS will be made. Once payments are made NO REFUNDS will be given. NO EXCEPTIONS.

The above contract price is a discount price for G.L.D.A.'s preferred method of payment including cash, check or wire transfer.

The payment of the licensing fee grants Exhibitor the right to display its goods during the (Exhibition/Show) at a location to be determined at the sole discretion of G.L.D.A., Inc. The space or location assigned to Exhibitor may be changed or exchanged by G.L.D.A. at any time for a different space as determined by G.L.D.A. at its sole discretion.

This License is personal to Exhibitor, and Exhibitor may not assign this license or any right hereunder nor give any security interest herein or any rights hereunder nor may this license be assigned by operation of law. Any attempted assignment of this license or rights hereunder by Exhibitor or operation of law or the giving of any security interest herein shall at G.L.D.A.'s option constitute a breach of this license and shall be void.

It is expressly intended by the parties hereto that this is a non-exclusive, one-time revocable license and that this license shall not be deemed, constructed or held to be a lease, sublease or rental agreement. The relationship of G.L.D.A. and Exhibitor is intended to be that of licensor-licensee and not that of landlord-tenant, principal-agent, joint ventures, partners or otherwise.

It is understood and agreed that Exhibitor has no interest whatsoever in the real property upon which Exhibitor's (exhibition/concession) is located and has no right to exclusive possession of any portion of the real property in which the (Exhibition/Show) is held. Exhibitor's right of access to the premises shall be limited to the hours of operation of the G.L.D.A. Gem Show.

Waiver of any breach of any provision of this contract, including acceptance of a late payment, shall not be taken to be or held to be a waiver of, or consent to, any succeeding breach of provisions or as a waiver of the provisions itself.

COMPANY	<input type="text"/>		CONTACT NAME	<input type="text"/>	
ADDRESS 1	<input type="text"/>		ADDRESS 2	<input type="text"/>	
CITY	<input type="text"/>		STATE	ZIP	<input type="text"/>
TELEPHONE	FAX	<input type="text"/>	COUNTRY	<input type="text"/>	
EMAIL	<input type="text"/>		WEB	<input type="text"/>	

This contract constitutes the entire agreement and understanding between the two parties, and it shall not be considered modified, altered, changed or amended in any respect, including the actions of the parties, unless in writing and signed by both parties.

Authorized Name _____ Title _____
(please print)

Signature _____ Date _____

This contract accepted by an officer of Gem & Lapidary Dealers Association, Inc.

Signature _____ Date _____
Ck # _____

Upon acceptance of your application, a signed copy will be returned to you for your files.

THIS AGREEMENT INCLUDES ALL TERMS ON REVERSE SIDE.

PLEASE READ CAREFULLY.

For Office Use Only:

Waitlist _____ Upgrade _____ No Tax ID _____ Approved _____ Salesperson _____

TERMS & CONDITIONS

1. Exhibit spaces will be available at times specified. All exhibits must be kept open during show hours. No visible packing may be done before specified closing time on closing day.
2. Anyone not occupying their booths by 9AM on opening day will forfeit their right to occupy said booth and no refund will be made, unless such deviation is agreed to and confirmed by the management in writing.
3. Space assignments will be made by show management as received. Assignment of exhibit space constitutes acceptance of this application and no refunds will be made thereafter.
4. Management herewith grants a revocable license to use the exhibition booth assigned, subject to these terms and conditions. Management makes no representations or warranties except as expressly set forth herein.
5. Buyers may not be solicited in the halls or isles, nor in any other exhibitors space. Exhibitor may not have models, signs, or other solicitation devices outside this space. Badges must be worn by all exhibitors and sales personnel while on show premises. No printed matter may be distributed by exhibitor or his employees without management's approval.
6. The exhibitor may not display or sell goods that are counterfeits, copies, or reproductions, etc, unless they are clearly marked.
7. Exhibitor will observe all city, building, police, and fire department regulations including but not limited to flame proofing regulations of the city fire marshal.
8. In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, or the public enemy, disorder or other causes beyond the control of the management, the show or any part thereof is prevented from being held, is canceled by management, or the exhibit space becomes unavailable, management shall determine and refund to the applicant his proportionate share of his balance or applicable payments, which remains after deducting expenses incurred by the management and reasonable compensation to the management, but in no case shall the amount of refund to the applicant exceed the amount of payments paid. In no event shall management be liable for loss of profits, business, or other damages to applicant.
9. G.L.D.A., Inc. shall have the right to substitute other available space or to change the date when and the place where the show shall be held giving the exhibitor written notice thereof by mail addressed to the address given by the exhibitor herein, at as early a date as may be practicable; and all of the terms and conditions hereof shall apply with force and effect as if said new space, time and or place had been originally specified herein.
10. Neither management nor any other offices, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the exhibitor or any of its officers, agents, employees or other representatives resulting from, or arising out of, the negligence of or misconduct by management, their agents, or its employees, or any other persons present at the show, or from theft, fire, water, accident or any other cause.
11. Applicant hereby agrees to indemnify, defend and protect management against, and hold and save the management harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives.
12. G.L.D.A., Inc. will furnish security, however we will not be responsible for theft, damage or harm, as stated in the above paragraphs.
13. The space contracted for is to be used solely for the exhibitor whose name appears on the contract, and the exhibitor shall not sublet or assign any portion of same without the written consent of show management. No exhibitor shall exhibit or permit to be exhibited in the space licensed to him, any merchandise other than his own or display any advertising signs except his own. If violation occurs the exhibitor will forfeit his space, and no refund will be made.
14. While exposition floor not occupied by exhibitors will be cleaned by the management, exhibitors must cooperate by not throwing refuse on the floor, or any other material which might endanger public safety or inconvenience other exhibitors during show hours. Exhibits must be cleaned and put in proper order before the show opens each day. Booths not cleaned before then may be cleaned by the management at the expense of the exhibitor.
15. In the event that exhibitor fails to pay any of the payments due as set forth by this contract by the due date, the contract will automatically be cancelled and the booth reassigned to another company. No refunds will be given unless agreed upon in writing by management prior to the payment due date.
16. No child 15 years of age or under will be permitted on the show floor at any time regardless of affiliation or circumstances. This rule applies to exhibitor as well as attendees.
17. Exhibitor represents and warrants to management that all sales exhibitor makes at the show will be in compliance with all federal, state and local laws and regulations, including all intellectual property laws. In the event of a breach of this warranty exhibitor will indemnify management for all costs of claims resulting from failure to comply with these requirements, including reasonable attorney's fees.
18. All booth arrangements shall conform in all respects to the dimensional and height requirements and all rules and regulations as set by management. All booths will receive as part of the licensing fee, one (1) 6' table draped, two (2) chairs, one (1) waste basket, 500 watts of electricity.
19. No wiring, insulation of spotlights, or other electrical work shall be done except by the electrical contractor authorized by management or the Mirage Hotel and Casino management.
20. These rules, regulations and conditions have been drawn for the purpose and intention of providing a well balanced, well regulated, attractive and successful show. In an effort to provide the greatest good to the greatest number, the management shall have full power to so interpret the rules and regulations or to make such rulings as may appear to be for the best interest of the entire show. Any and all amendments of the foregoing rules, regulations and conditions shall bind the exhibitor.
21. All exhibitors are subject to, and must pay any city or state sales licenses or taxes.
22. Exhibitors are not allowed to purchase from individuals or companies who are soliciting within the show and who do not possess exhibition booth space. Exhibitors who purchase from these individuals or companies who are soliciting within the show who do not possess exhibition booth space will be warned and possibly expelled from the show. The choice of action will be determined by show management.
23. The exhibitor agrees to use the show management appointed contractor for booth equipment including all showcases.
24. Once a booth has been canceled the exhibitor no longer has a legal right to the booth and no money will be refunded. Should G.L.D.A. at its sole discretion decide to re-instate any booth that has been canceled for any reason, there will be a re-instatement fee of \$500.00 and no exceptions will be made.

For Las Vegas Shows Only

(see below)

25. The exhibitor hereby agrees to abide by all agreements made by the Mirage Hotel and management.
26. For May shows, G.L.D.A will provide for each contracted booth at the Mirage, one (1) hotel room (single or double bed) for 1 or 2 people for the four (4) nights of Sunday, Monday, Tuesday and Wednesday. There will be no variation in the dates allowed. The room is complimentary and will only be given provided the exhibitor completely fills out and returns The Hotel Form to G.L.D.A.'s office no later than April 1, 2011. Any company NOT returned the form by April 1, 2011 will not be entitled to the complimentary room and no room will be reserved for them. There will be no discounts, refunds or rebates on any unused portion of the exhibitor package. * Subject to G.L.D.A.'s approval.
27. Payment Information. The prices set forth in this contract reflect a 3% discount from G.L.D.A.'s standard prices for the applicable services and apply only to payments made via G.L.D.A.'s preferred forms of payment: cash, checks and bank wire transfers. Payments made using credit cards are based upon G.L.D.A.'s standard prices (determined by dividing the prices set forth above by .97) and are not entitled to the cash, check and bank wire transfer discount extended to customers using G.L.D.A.'s preferred forms of payment. Please contact your sales representative to make arrangements for credit card payments based upon G.L.D.A.'s standard prices. No surcharge is imposed by G.L.D.A. for payments made using credit cards.