

DENVER, CO [TRADE] SEPTEMBER 5-8, 2024

THE BRIGHTON
3403 Brighton Blvd., Denver, CO 80216



500 N Washington St
#1068
Rockville, MD 20850
(301) 294-1640
info@intergem.net
INTERGEM.COM

STEP 1.
CHOOSE YOUR SECTION:

Wholesale Section Only

STEP 2. ORDER YOUR BOOTH, OPTIONS & EQUIPMENT

SELECT YOUR BOOTH SIZE		CORNER BOOTH OPTIONS (OPTIONAL)	EXTRA EQUIPMENT PRICE LIST			ENTER EQUIPMENT QUANTITY		
BOOTH SIZE	PRICE		TYPE	ADVANCE*	STANDARD	(OPTIONAL) ENTER TOTAL QUANTITY		
<input type="checkbox"/> 10' Booth	\$1,700.00	<input type="checkbox"/> No Corner Booth (\$0) (No charge. Select if you DO NOT want a corner booth. Leaving this option blank can lead to a corner booth fee being added to your order at a later time by InterGem.)	Tables	\$40.00	\$60.00	4' <input type="text"/>	6' <input type="text"/>	8' <input type="text"/>
<input type="checkbox"/> 11' Booth**	\$1,800.00		Poles	\$8.00	\$12.00	Uprights <input type="text"/>	Bases <input type="text"/>	Crossbars <input type="text"/>
<input type="checkbox"/> 14' Booth	\$2,200.00		Showcases	\$175.00	\$263.00	Halfview <input type="text"/>	Fullview <input type="text"/>	
<input type="checkbox"/> 15' Booth***	\$2,360.00		Pegboard	\$75.00	\$113.00	Pegboard <input type="text"/>		
<input type="checkbox"/> 20' Booth	\$2,900.00		Chairs	\$7.00	\$11.00	Chair(s) <input type="text"/>		
<input type="checkbox"/> 30' Booth	\$4,000.00	<input type="checkbox"/> Corner Booth (\$50) (Corner booths are based on availability. Not guaranteed.)	Extra Electricity	\$120.00	\$180.00	500 Watts <input type="text"/>		
EXTRA FOOTAGE \$180 Per Ft (10'-15' Booths) Total Extra Ft <input type="text"/> \$150 Per Ft (20'-30' Booths) <input type="text"/>			Goldsmith/Jewelry Repair (at booth)	\$120.00	\$180.00	Initial <input type="text"/>	Applicant MUST initial if jewelry repair service will be provided at Applicant's booth during the show.	
BOOTH LOCATION REQUEST		* PAYMENT INFORMATION						
Location requests are not guaranteed.		To apply for the show and secure a booth location, the applicant must submit BOTH the order contract AND a \$500 non-refundable deposit. An application submitted without a deposit will be placed on the waitlist and no booth will be reserved for the applicant until a payment is received by the InterGem office. Any remaining balance is due by SUNDAY, AUGUST 1, 2024 . Applications received after August 1, 2024 require the full payment for the order at the time the order is placed. Extra equipment NOT ordered 30 days before the first day of the show will NOT be guaranteed. Additional electricity requests must be pre-ordered; it cannot be ordered at the show. All booths and extras supplies are subject to cancellation fees included on the reverse side.						
** Four Tabletop Showcases (Own) Across Front *** Three Showcases (Rented) Across Front								

STEP 3. MERCHANDISE SELECTION & COMPANY DESCRIPTION

MERCHANDISE SELECTION: Select UP TO FIVE (5) types of merchandise that best describe your company.

BEADS GEMSTONE BEADS <input type="checkbox"/> Precious Gem Beads <input type="checkbox"/> Semi-Precious Gem Beads GENERAL <input type="checkbox"/> General Beads OTHER BEAD TYPES <input type="checkbox"/> Crystal Beads <input type="checkbox"/> Decorative Beads <input type="checkbox"/> Glass Beads <input type="checkbox"/> Metal Beads <input type="checkbox"/> Raku Beads <input type="checkbox"/> Wood Beads PEARLS <input type="checkbox"/> Cultured <input type="checkbox"/> Fresh water <input type="checkbox"/> South Sea COLLECTIBLES <input type="checkbox"/> Antique Coins <input type="checkbox"/> Antique Stamps <input type="checkbox"/> Artifacts FINISHED JEWELRY BRIDAL <input type="checkbox"/> Bridal Jewelry <input type="checkbox"/> Engagement Rings	GENERAL <input type="checkbox"/> Beaded Jewelry <input type="checkbox"/> Charm Jewelry <input type="checkbox"/> Costume High End Jewelry <input type="checkbox"/> Costume Standard Jewelry <input type="checkbox"/> Estate/Antique Jewelry <input type="checkbox"/> Fashion Jewelry <input type="checkbox"/> Fine Jewelry <input type="checkbox"/> Handmade Jewelry <input type="checkbox"/> Jewelry Findings <input type="checkbox"/> Precious Gem Jewelry <input type="checkbox"/> Semi-Precious Gem Jewelry <input type="checkbox"/> Vintage Jewelry JEWELRY BY GEMSTONE <input type="checkbox"/> Amber Jewelry <input type="checkbox"/> Amethyst Jewelry <input type="checkbox"/> Aquamarine Jewelry <input type="checkbox"/> Cubic Zirconia Jewelry <input type="checkbox"/> Diamond Jewelry <input type="checkbox"/> Emerald Jewelry <input type="checkbox"/> Garnet Jewelry <input type="checkbox"/> Jade Jewelry <input type="checkbox"/> Lapis Lazuli Jewelry <input type="checkbox"/> Moonstone Jewelry <input type="checkbox"/> Morganite Jewelry	<input type="checkbox"/> Opal Jewelry <input type="checkbox"/> Pearl Jewelry <input type="checkbox"/> Peridot Jewelry <input type="checkbox"/> Ruby Jewelry <input type="checkbox"/> Sapphire Jewelry <input type="checkbox"/> Spinel Jewelry <input type="checkbox"/> Tanzanite Jewelry <input type="checkbox"/> Topaz Jewelry <input type="checkbox"/> Tourmaline Jewelry <input type="checkbox"/> Turquoise Jewelry <input type="checkbox"/> Zircon Jewelry JEWELRY BY REGION <input type="checkbox"/> Ethnic Jewelry <input type="checkbox"/> Hawaiian Jewelry <input type="checkbox"/> Indian Jewelry <input type="checkbox"/> Middle Eastern Jewelry <input type="checkbox"/> Southwestern Jewelry JEWELRY BY METAL TYPE <input type="checkbox"/> Gold Jewelry <input type="checkbox"/> Palladium Jewelry <input type="checkbox"/> Platinum Jewelry <input type="checkbox"/> Silver Jewelry <input type="checkbox"/> Stainless Steel Jewelry <input type="checkbox"/> Titanium Jewelry <input type="checkbox"/> Tungsten Jewelry	WATCHES <input type="checkbox"/> Watches Costume <input type="checkbox"/> Watches Fashion <input type="checkbox"/> Watches High End GEMSTONES GEMSTONE TYPES <input type="checkbox"/> Amazonite Gemstones <input type="checkbox"/> Amber Gemstones <input type="checkbox"/> Amethyst Gemstones <input type="checkbox"/> Aquamarine Gemstones <input type="checkbox"/> Bloodstone Gemstones <input type="checkbox"/> Chrysoberyl Gemstones <input type="checkbox"/> Diamonds Color <input type="checkbox"/> Diamonds Loose <input type="checkbox"/> Diamonds Raw <input type="checkbox"/> Emerald Gemstones <input type="checkbox"/> Fire Agate Gemstones <input type="checkbox"/> Garnet Gemstones <input type="checkbox"/> Jade Gemstones <input type="checkbox"/> Lapis Lazuli Gemstones <input type="checkbox"/> Moonstone Gemstones <input type="checkbox"/> Morganite Gemstones <input type="checkbox"/> Opal Gemstones <input type="checkbox"/> Peridot Gemstones <input type="checkbox"/> Rose Quartz Gemstones	<input type="checkbox"/> Ruby Gemstones <input type="checkbox"/> Sapphire Gemstones <input type="checkbox"/> Smoky Quartz Gemstones <input type="checkbox"/> Spinel Gemstones <input type="checkbox"/> Tanzanite Gemstones <input type="checkbox"/> Tiger's Eye Gemstones <input type="checkbox"/> Topaz Gemstones <input type="checkbox"/> Tourmaline Gemstones <input type="checkbox"/> Turquoise Gemstones <input type="checkbox"/> Zircon Gemstones GENERAL <input type="checkbox"/> Precious Gemstones <input type="checkbox"/> Semi-Precious Gemstones GEOLOGICAL SPECIMENS <input type="checkbox"/> Crystals <input type="checkbox"/> Fossils <input type="checkbox"/> Minerals <input type="checkbox"/> Shells & Sealife GIFT ITEMS <input type="checkbox"/> General Gift Items HOME GOODS <input type="checkbox"/> Home Goods Findings <input type="checkbox"/> Home Goods/Decor JEWELRY SUPPLIES <input type="checkbox"/> Cabochons	<input type="checkbox"/> Chains Finished <input type="checkbox"/> Chains-By-The-Yard <input type="checkbox"/> Clasps <input type="checkbox"/> General <input type="checkbox"/> Jewelry Displays & Furniture <input type="checkbox"/> Jewelry Wire <input type="checkbox"/> Mountings & Settings <input type="checkbox"/> Semi-Mount Gemstones NON-PROFIT ORGANIZATION <input type="checkbox"/> Club / Society <input type="checkbox"/> Non-Profit Organization SERVICES <input type="checkbox"/> Appraisal Services <input type="checkbox"/> Cash For Antiques <input type="checkbox"/> Cash For Gold <input type="checkbox"/> Cash For Jewelry <input type="checkbox"/> Custom Design Jewelry <input type="checkbox"/> Goldsmith Services <input type="checkbox"/> Jewelry Classes <input type="checkbox"/> Jewelry Cleaning <input type="checkbox"/> Jewelry Repair Services SKINCARE / COSMETICS <input type="checkbox"/> Makeup <input type="checkbox"/> Perfumes <input type="checkbox"/> Skincare <input type="checkbox"/> Haircare
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COMPANY DESCRIPTION: Enter your company description below. **Limit of 100 characters maximum** (including spaces). Descriptions that are too long will be edited/voided.

(Enter company description as it will appear on public online listings.)

STEP 4. APPROVE AUTOMATIC CHARGES

To secure a booth rental, a \$500.00 non-refundable deposit is due at the time of submission of the Application and License Agreement, regardless of a renewable deposit on the applicant's file. This deposit will be applied toward the order as the first payment installment. The remaining balance will be due by **SUNDAY, AUGUST 1, 2024** at which time the applicant's credit card will be automatically charged the remaining amount. If the application is submitted after August 1, 2024, the full amount of the order is due at the time of order submission. Full payment can be made before the balance due date to avoid the automatic charge. If the applicant does not place a credit card on-file and pays in cash, they are then responsible for paying the full amount before that date at the risk of losing their contract approval status and booth location.

By initialing below, I am stating that I have read and understand this statement.

[_____]
Initial Here

STEP 5. PROVIDE EXHIBITOR INFORMATION & PAYMENT

CHOOSE PAYMENT TYPE:		<input type="checkbox"/> Credit Card* (See Below)	<input type="checkbox"/> Check # _____ Attached
Company Name		Contact Name	
Company Address		City	Zip Code
Contact Phone	Email Address	Website/Facebook	
Credit Card Number		Exp. Date	Security Code
<input type="checkbox"/> Our Billing Address Is Same As Above. <input type="checkbox"/> Our Billing Address Is Different From Above.		Authorized Signature	

**If paying by credit card, a 3% transaction fee will be applied to the total of each payment. Alternatively, you may order and pay online and to use the eCheck option for no transaction fees.*

STEP 6. TAX INFORMATION & SHOW DETAILS

Enter Your CO Tax ID Number: _____ IMPORTANT TAX INFORMATION: Exhibitors must have a Colorado Single Event Sales Tax License [\$8.00 fee – valid for a single event] or a Colorado Multiple Event Sales Tax License [\$16.00 fee – valid for 2 years]. For more information, please call (303) 866-5643 or log onto www.revenue.state.co.us for application.	LOCATION: The Brighton 3403 Brighton Blvd., Denver, CO 80216 Set-Up Hours: Wed, 4p-8p; Thurs, 8a-11a; Fri, 8a-10a; Sat, 8a-10a & Sun, 9a-11a Show Hours: Thurs, 12p-6p; Fri, 10a-6p; Sat, 10a-6p & Sun, 11a-5p Load Out Hours: Sun, 5p-8p	PAYMENT SCHEDULE 1. DUE AT SIGNING: \$500.00 Non-Refundable Deposit 2. DUE BY AUGUST 1, 2024: Full Balance The first payment installment is due at the time of submission of the Application and License Agreement. The remaining balance will be charged automatically on Sunday, August 1, 2024 unless the applicant does not have a credit card on-file, in which case they are responsible for sending the payment on time.
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STEP 7. REVIEW AGREEMENT & TERMS AND CONDITIONS

APPLICATION AND LICENSE AGREEMENT FOR [TRADE] DENVER, CO – SEPTEMBER 5-8, 2024

THIS APPLICATION AND LICENSE AGREEMENT, by and between The "Original" Classic International Gem & Jewelry Show, Inc.® ("InterGem") and _____ ("Applicant"), witnesses that in consideration of the payment to InterGem by Applicant of 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 THE BRIGHTON in DENVER, CO at the InterGem show, which will be conducted from THURSDAY THROUGH SUNDAY.
 - a. InterGem may agree to a necessary change of venue at its sole discretion. Any change in venue does not alter or void any provisions and/or obligations of this Agreement between the Applicant and InterGem and vice versa.
2. The total rental shall be \$ _____ (consisting of your Licensed Premise, Equipment & Decorating Package, and minimum required Electrical Wattage). At the time of submission of the Application and License Agreement, the first non-refundable payment installment of \$500.00 shall be due regardless of a renewable deposit on the applicant's account. Any remaining balance will be charged AUTOMATICALLY on **Sunday, August 1, 2024** or at the time of acceptance, if acceptance is after that date, to the same card used to charge the first payment installment. Applicant may pay online, by faxed/e-mailed form or by telephone to pay with a different credit card up until that date to avoid the automatic charge. Failure to provide proper payment for the first deposit and/or the automatic charge will cause the application to be placed on the "Wait-List" and the loss of the reserved booth location. Full payment must be made before exhibitors can set-up a booth at the show.
 - a. Late Payment Fees: Outstanding balances for booths, equipment and luggage tickets, at shows, must be paid in full prior to Saturday closing time to avoid late payment fee of \$100. No exceptions.
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 1 above, 6' deep with two chairs and tables. The number of tables provided are as set forth in parentheses following each Licensed Premise length: 10' (3-6' and 1-4'); 14' (4-6' and 1-4'); 15' (2-4' and 1-6' [*3 showcases across front replace tables]); 20' (3-8' and 2-6'); 30' (8-6' and 2-4'). Table sizes may vary depending on supply available at the show. *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. Complimentary passes are not available for this show because there is no charge for admission to InterGem's annual wholesale only event. However, exhibitors are encouraged to send invitations to their customer list.

- c. No other identification sign may be used, other than that supplied or approved by InterGem.
- d. 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; if 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.
- e. General area security, subject to the limitations of Paragraphs P and Q below.
- f. The applicant's booth is limited to the size ordered in paragraph 3(a). Any additional booth space used during the course of the event will incur additional footage fees as approved by the show manager. Should the applicant enlarge their booth length or depth upon arrival, a fee of \$180 per each additional foot (for 10', 11', 14' and 15' booths) OR \$150 per each additional foot (for 20' or 30' booths) will be charged automatically to the credit card on-file or that which was used to purchase the booth. The additional footage fee is not prorated to exact size or date of expansion and will be charged AUTOMATICALLY.
- g. The applicant's booth will be outfitted with the standard supplies stipulated in paragraphs 3(a-e). Should the applicant use any extra supplies provided by InterGem, the standard rate for each item will be added to the applicant's order and automatically charged to the credit card on file or that which was used to purchase the booth. Rental fees are not prorated based on the amount of time used and will be charged AUTOMATICALLY.
4. Any breach by Applicant 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 License 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 below 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 its 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 date of the show. In this instance, as stipulated in paragraph 2, the Applicant's \$500 non-refundable will be forfeited, for each booth cancelled, at the time of notice (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 date of the show, must pay/be-withheld a cancellation fee of 50% of the pre-ordered booth and/or all extra supplies at the time of cancellation. In the absence of proper notice of cancellation, Applicant will not be entitled to any refund or allowance whatsoever and will be liable for the total pre-ordered booth and/or all extra supplies.
 8. All cancellation fees are due at the time of cancellation and will be charged/withheld/forfeited AUTOMATICALLY by InterGem. The charge will be made to the credit card on-file once a cancellation notice is received or will be withheld from any refund due.
 9. 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, which can be acquired online, 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 or due. 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.)
 10. Applicant will not bring or use hot pots, tea kettles, water boilers, coffee makers, waffle irons, griddles, microwaves, toaster ovens, rice cookers, slow cookers, blenders, processors, or any similar cooking device inside the rental hall. Any breach of this policy by the Applicant will result in confiscation of the prohibited device until the end of the show as well as a fine of \$500.00 for each offense.

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__.

TERMS AND CONDITIONS INCORPORATED IN THE APPLICATION AND LICENSE AGREEMENT

- A. The International Gem & Jewelry Show, Inc.® (InterGem) owns and manages the International Gem & Jewelry Show and InterGem Denver Wholesale Gem & Jewelry Show.
- B. An Applicant 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, poles and floor standing showcases as are furnished by InterGem in accordance with Paragraph 3(a) and Paragraph 6 above hereof or supplied by InterGem 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 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 sole discretion of InterGem. In the event InterGem

- grants permission to use Applicant-owned floor standing showcase(s), there will be a charge of \$30.00 per showcase.
- C. InterGem reserves the right, at its sole discretion, to accept or deny any Applicant for any and all shows.
- D. Applicant shall not assign, sublet, lease, sublease or share all or any portion of its assigned space, without a written agreement with InterGem being first obtained. Any such agreement shall incorporate the terms and conditions of the Application and License Agreement, either verbatim or by specific reference.
- E. No Licensed Premise alterations will be permitted (including, but not limited to, size, shape, and/or equipment). Nothing may extend outside the dimensions of your Licensed Premise or extend more than 5 ft. above the floor in the forward 3'-4' of your Licensed Premise. Displays up to 8' above the floor are permitted on the back wall and up to 3' from the back wall for support. Under no circumstances are Applicants to attach any wire racks or other displays to InterGem poles. No Applicant may have any item in their Licensed Premise which obstructs the view of any other Licensed Premise.
- F. Applicant shall have at least one representative in its Licensed Premise at all times the show is open to the public and during set-up and move-out. All staff members must own and wear an exhibitor badge provided by InterGem. Applicants are prohibited from distributing their exhibitor badges to customers. Doing so will result in immediate banishment from InterGem shows.
- G. Applicant shall not have children under the age of 9 in its Licensed Premise at any time.
- H. Applicant shall offer for sale and shall display only items connected with gems, jewelry, minerals, findings, books and other products, connected with this industry and shall have displays presented in a manner acceptable to InterGem. Any nonconforming items shall be removed immediately by Applicant at the request of InterGem. Applicant agrees that InterGem shall have the right to withdraw from Applicant's display and sale, any article(s) including signs, which in InterGem's sole discretion, do not appear suitable for display or sale in the show, or which are considered not in good taste. Applicant shall not conduct on show premises any business other than the display and sale of such items. **NO DISCOUNT SIGNS OF ANY FORM WILL BE PERMITTED IN ANY EXHIBITOR'S LICENSED PREMISE AT ANY SHOW, WITHOUT EXCEPTION.**
- I. Applicant shall not make any changes in its product/merchandise line without a written Agreement with InterGem.
- J. Applicant shall warrant to purchasers that all goods sold are as represented with respect to the metal content, stones and other material and with respect to workmanship. All stones must be identified and described both orally and in writing (written descriptions must be spelled out in full without the use of abbreviations or footnotes and must disclose synthetic stones, CVD diamonds, man-made diamonds and any treatments including, but not limited to, irradiation, laser drilling, yehuda filling, dyeing, oiling, doublet, assembled, etc.); and Applicant shall refund the full purchase price of any item offered for return which does not meet such warranties or shall substitute goods of like value, at the option of the purchaser, provided such goods are returned during the period of the show. Applicant shall hold InterGem harmless in the event of any claim arising from misrepresented goods returned or offered for return at any time. It is Applicant's responsibility to resolve all purchaser conflicts and disputes promptly to InterGem's satisfaction. All Exhibitors must comply with all Federal Trade Commission rules. Offending this policy shall result in the cancellation of all the perpetrators future contracts with InterGem.
- K. Applicant agrees they MUST issue a sales receipt for all sales containing a full, detailed description of each item (see Paragraph J above), stating any and all conditions of such sale and Applicant MUST charge state sales tax, if applicable. Should the Applicant give a customer a fraudulent receipt or no receipt at all, InterGem will demand a full refund for the customer. Failure to comply will result in the cancellation of all future contracts with InterGem.
- L. InterGem reserves the right, at its sole discretion, to settle disputes between Applicant and Applicant's customers concerning returns, exchanges and/or refunds.
- M. Applicants who employ goldsmiths or jewelers during a show:
- 1) Must complete and deliver all merchandise to customer before the close of show hours, unless otherwise specified in writing on a receipt; (2) Absolutely no customers will be permitted to wait in the hall after show hours; (3) Will be solely financially responsible for damage, negligence and/or loss of merchandise; (4) Are required to pre-order a minimum of an additional 1000 watts of electricity; and Must have a FULLY-CHARGED fire extinguisher in Licensed Premise at all times.
- N. Applicant agrees that InterGem shall not 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 does provide security personnel for the Hall.
- O. Applicant agrees to indemnify, defend and hold InterGem 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, move-in and move-out operations, any claim arising from any act or omission of Applicant, its owners, employees, agents, servants 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, at its own cost, must obtain appropriate insurance to cover risk of any loss.
- P. Applicant agrees that InterGem shall not be responsible for any losses or damages caused by or in any way related to any showcase, table or other equipment which InterGem provides to Applicant. Applicant also agrees to the fines mandated for damaged equipment which amounts to, but is not limited to, \$100.00 for each damaged table, showcase and pegboard and \$50.00 for each damaged chair and pole.
- Q. Applicant shall comply with all laws, rules and regulations of the jurisdiction (City, County and/or State) in which the show is held, and with the laws, rules and regulations of the United States of America. Applicant shall be solely responsible for all taxes and levies insofar as the show is concerned and shall hold InterGem harmless from all claims in connection therewith.
- R. Applicant is aware that it may obtain, at Applicant's sole expense, insurance against all risks implicit or explicit in its participation in the show and in regard to the display, storage and transportation of its property. InterGem is not the insurer of Applicant's persons and property in any regard whatsoever.
- S. Applicant shall comply with such rules and regulations as InterGem may promulgate 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.
- T. InterGem 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 for the Application and License Agreement, Applicant's financial obligation shall be reduced by 60% and InterGem will refund to Applicant any excess over the 40% theretofore paid on account of the Application and License Agreement. If InterGem is required to cancel a show for any of the foregoing reasons within three weeks of said first date, Applicant's financial obligation shall be reduced by 25% and InterGem will refund any excess over the 75% theretofore paid on account of the Application and License Agreement. Applicant agrees that, if InterGem is compelled to cancel the show for any of the reasons enumerated in Paragraph V above, Applicant shall have no claim for loss or damage against InterGem other than for specified refunds.
- U. If other conditions require InterGem to cancel the show, InterGem shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, InterGem's liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold InterGem harmless against all other claims or liabilities to Applicant whether arising from expenses incurred or to be incurred, loss or anticipated profit or otherwise.
- V. Licensed Premises not occupied by 11:00 a.m. of the opening day of the show will be forfeited by Applicant, and may be filled by standby applicants at the sole discretion of InterGem. However, the original Applicant will still be liable for full payment of the Licensed Premise.
- W. Applicant agrees not to carry any type of skincare or makeup products. Creams, lotions, and certain cosmetics are prohibited as merchandise under the Terms & Conditions stipulated here. Skincare exhibitors must apply using the SKINCARE VENDOR CONTRACT, which can be acquired online or thru our office, and will be beholden to the policies, regulations and fees stipulated in the designated document. (Contact our Customer Service Department for further information.)
- X. Applicant agrees to be financially and legally responsible for any and all damage that they or their staff perpetrate on property owned by the rental facility. Any invoice for damage from the rental facility will be transferred and billable to the Applicant if they or their staff are responsible.
- Y. Applicants who remain inside the rental hall past closing time shall be charged a \$150.00 fee immediately and every additional hour they remain inside the hall. Payment will be due before leaving the premises.
- A. PAYMENT OF LICENSE AGREEMENT: Payment for License Agreement should be made payable to: "InterGem". A \$500 non-refundable deposit (NRD) stipulated on the front of the Application and License Agreement is due and payable at the time the Application and License Agreement is submitted to InterGem, regardless if Applicant has arranged for a Renewable Deposit, as provided for in Paragraph c below. Any remaining balance is due by August 1, 2024. The NRD will be applied toward the order as the first payment installment. The remaining balance will be charged AUTOMATICALLY on August 1,

2024 to the same card used to charge the NRD. Applicant may pay online, by faxed/e-mailed form or by telephone to pay with a different credit card up until August 1, 2024 to avoid the automatic charge. If the application is received BEFORE August 1, 2024, the remaining balance will be charged AUTOMATICALLY upon acceptance. If the application is submitted or accepted AFTER August 1, 2024, the full amount is due at signing or acceptance. Failure to provide proper payment for the NRD and/or the automatic charge will cause the application to be placed on the "Wait-List" and the loss of the reserved location.

- 1) Late Payment Fee: Outstanding balances for booths, equipment and luggage tickets, at shows, must be paid in full prior to Saturday closing time to avoid late payment fee of \$100. No exceptions.
 - 2) Credit Card Processing Fee: A fee of 3% of the total charge will be applied to each payment made with a credit card.
- b) Any additional footage or extra supplies used during the event will be AUTOMATICALLY added to the Applicant's order AND charged using the credit card used to charge the NRD/order payment.
- c) RENEWABLE DEPOSIT: As an accommodation to Applicants who apply for multiple shows, InterGem will accept a renewable deposit of \$1000.00 with submission of its Application and License Agreements. The Renewable Deposit ("RD") allows an Applicant with a fully executed License Agreement, to participate in multiple shows (excluding InterGem Denver Wholesale Shows) without making full payment in advance. It is agreed that the RD is not to be held in an interest-bearing escrow account but shall be available to cover expenses incurred by InterGem prior to the show, and that any portion of such RD shall be returnable to Applicant only as may be specifically provided for elsewhere in the Application and License Agreement. Existing exhibitors currently holding a \$500 RD with InterGem will be grand-fathered with the previous policy. To be refunded any amount of the deposit due to the applicant, a written request must be received by InterGem. If past due debt exists between the applicant and InterGem at any point, funds from the RD will be transferred and applied directly to the debt. Should funds be removed from the RD it will no longer be valid until the applicant adds funds to resolve the balance.
- d) The existence of any and all approved Application and License Agreement(s) and/or Renewable Deposit DOES NOT create an obligation for an Applicant or InterGem to enter into any agreements and/or arrangements, whatsoever. Any addition, adjustment or change made to the contract unilaterally by an Exhibitor is void regardless of acceptance. Any change must be agreed to by both Exhibitor and InterGem as a separate addendum to the contract. A License Agreement DOES NOT EXIST until Applicant has, IN HAND, the fully executed copy of that Application and License Agreement.
- e) Any Applicant who submits payment by check and, for any reason, that check is returned to InterGem, the Applicant is responsible for a charge of \$50.00 for each returned item. The Applicant will not be allowed entry into a show until the returned check and the returned check charge have been replaced by cash, money order, certified or cashier's check.
- f) RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES:
- 1) Applicant agrees that InterGem shall not be held responsible for the safety, loss or damage of Applicant's merchandise, whether during show hours or during closed hours, due to glass breakage, accident, negligence or other cause, regardless of whose act or omission generates such claim or claims.
 - 2) Applicant agrees to hold InterGem harmless from any and all claims arising from Applicant's use of a showcase, table, pole, base, pegboard, etc., whether by any act or omission of Applicant, its owners, employees, agents, servants, or guests, regardless of who act or omission generates such a claim or claims.
 - 3) Applicant agrees to reimburse InterGem, upon written request, any and all monies required for repairs to any showcase(s), table(s), pole(s), base(s), pegboard(s), etc., due to any breach by Applicant of any term or terms, accident, negligence or other cause.
 - 4) 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. Any breach of this condition will subject Applicant to liability to the Hall, InterGem or the decorator.
 - 5) Applicant shall hold InterGem harmless against any liability to or claims by the Hall or the decorator arising from such actions by Applicant.
 - 6) Applicant agrees not to use tape on any InterGem poles. If Applicant does use tape and InterGem is required to remove tape, Applicant will be assessed a charge of \$35.00 for removal and/or cleaning of each pole.
 - 7) Exhibitor must leave the Licensed Premise and floor clean and free of trash, food and debris or exhibitor will be assessed with a \$300.00 clean-up charge.
 - 8) Any additional footage or extra supplies, provided by InterGem, used during the event will be AUTOMATICALLY added to the Applicant's order and charged to the credit card on-file.

STEP 8. SIGNATURE	By signing here, I am stating that I've read and I agree to all policies, terms, conditions & fees stated in this application.	Applicant Signature	Date Of Signature
FOR INTERGEM USE ONLY	Accepted By: (Authorized Signature)	Date Of Acceptance:	<input type="checkbox"/> Accepted (Booth Size) <input type="checkbox"/> Waitlisted (Date)