

APPLICATION/CONTRACT TERMS AND CONDITIONS

1. CONTRACT. This application, properly executed by the applicant, hereinafter known as Vendor, shall upon written acceptance by the Huachuca Mineral & Gem Club, Inc., hereinafter known as Host, shall constitute a valid and binding contract and constitutes the sole basis of understanding between the two parties

2. SPACE ASSIGNMENT. It is understood by Vendor that space assigned shall be at the sole discretion of Host and shall be final. If we receive requests for more inside space than is available, space will be assigned based on date application was received; ie, late applicants may not get space.

3. SUBSTITUTION OF SPACE. If by reason of fire, wind, storm, or any other cause or condition beyond the control of Host, the exhibition complex becomes unavailable, Vendor hereby authorizes Host to assign Vendor, in lieu of the space requested herein, such space, regardless of size or location in such other building as Host may be able to procure for holding the show, regardless of the location thereof. Vendor shall use and occupy substituted space at the same rent and under the same terms and conditions as set forth in the contract, and Host shall not be liable to Vendor for any loss or damage suffered by Vendor by reason of such unavoidable relocation of the show.

4. PAYMENT OF FEES. All fees are payable with contract. Note: Paypal has been added as a way to pay in 2024.

5. DEFAULT.

A. It is further understood that in the event of cancellation by Vendor, within 30 days of show date, full space rent will be non-refundable. Further, Host shall, at its discretion, reassign space assigned to Vendor without any obligation or refund to Vendor.

B. Host reserves the right to prohibit, close, correct, remove, or eliminate any exhibit or display, or any part thereof including signs, printed matter, merchandise, visuals, catalogs, or any conduct, activity, or noise which in Host's sole discretion is not suitable or in keeping with the show's purpose, or is in violation of the letter or the spirit of this contract and/or the rules and regulations for Vendors, hereto incorporated in this contract, as "6. Rules and Regulations for Vendors." Host's right as set forth in Paragraph 5B includes, without limitation, the cancellation of this lease, the closing of Vendor's display of merchandise. In exercising Host's right under this paragraph, Vendor agrees that Host shall have no liability whatsoever to Vendor.

6. RULES AND REGULATIONS

A. Show Hours shall be 9 am to 5 pm on Saturday, and 10 am to 4 pm on Sunday. Vendor shall abide by the opening and closing hours of the show. Failure to do so may result in cancellation of Vendor invitation to future shows. Final Registration and set-up begin on Friday afternoon.

B. Vendors shall have a representative present at all times at each booth during show hours, unless special arrangements are made with the Show Chairman in advance.

C. Vendor shall offer for sale and display only items connected to gems, minerals, findings, jewelry, books and other products pertaining to the lapidary arts. All items must be correctly represented. Host reserves the right to eliminate any exhibit, person, advertising, feature or practice which in Host's opinion is objectionable.

D. All aisles and exits in the building must be clear of all Vendor's materials.

E. All Vendor spaces not set up or not in operation by 12:00 pm, Saturday, Oct 14, will be reassigned without recourse.

7. SUBLETTING PROHIBITED. Vendor contract is non-transferable. Sub-letting, assigning, licensing or sharing space by Vendor, or the use of space assigned to Vendor by anyone other than Vendor is expressly prohibited. A new owner of a business which had a Vendor contract with Host is required to apply for a new contract on his or her own merit.

8. LIABILITY.

A. If the show or any part thereof is prevented from occurring, is canceled by Host, or the space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God, the public enemy, or any other cause beyond control of the Host, Host shall refund Vendor's fees paid.

B. Host will provide security service, but will assume no liability for robbery, pilferage, damage by fire, nor will Host be held accountable for accident or injury to the persons or property of Vendor, or any of Vendor's agents, employees, or other representatives.

C. Vendor agrees by executing this contract that it is understood that it is up to the Vendor to obtain and have in place their own liability insurance policy, and to indemnify and hold the Host and Co-hosts harmless from and against all claims relative to the assigned space and in connection with the installation, operation, and removal of their materials. **Liability and liability insurance are totally the Vendor's responsibility.**

9. CONDUCT. No demonstrations or solicitations shall be permitted outside of Vendor's assigned space, and no signs or placards may be displayed on persons or otherwise outside display space. Distribution of any printed matter, samples, or other articles shall be done within the confines of Vendor's booth. Vendor shall not operate any display or exhibit which, in the sole opinion of Host, is the source of objectionable noises or odors.

10. COMPLIANCE.

A. The Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health.

B. HOST and VENDOR shall not discriminate in any manner against any individual because of race, color, religion, sex, national origin, or handicap.

C. By signing this contract, Vendor certifies that he/she holds the proper Transaction Privilege Tax License, or temporary seller's permit in accordance with the regulations set forth in ARS Title 42 Chapter 8, and that payment and reporting of Sales Tax is Vendor's responsibility.

VENDOR SIGNATURE

Date: