

ALL SHOW INFORMATION IS CONFIDENTIAL

GEM & JEWELRY SHOW

FEB 01 – FEB 12, 2008*

*dates subject to change



APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Company Name: _____ Telephone: _____

Contact Name: _____ Fax: _____

Address: _____ Email: _____

City, State, Zip: _____ Please describe your products here: _____

Country: _____

Booth Rates

Additional charges

Quantity of booths requested: _____

- 10 x 8 ft. booth - \$2250
- 15 x 8 ft. booth - \$3375

- Corner - \$200 per corner

Number of corners requested: _____

- 10 x 8 ft. (island) booth - \$3000
- 15 x 8 ft (island) booth - \$5000
- 10 x 8 ft. hard wall booth - \$3000
- 15 x 8 ft hard wall booth - \$4125

TOTAL: _____

Special hotel rates requested:

DEPOSIT MUST BE ENCLOSED WITH THIS FORM:

Please check the appropriate deposit amount to be charged:

- 10x8ft - \$1100
- 15x8ft - \$1600 (For multiple booths please contact us).

Deposit will be charged only after your booth number is assigned and confirmed.

REMAINING BALANCE DUE BY NOVEMBER 1ST, 2007

If payment is not received by due date we automatically will charge your credit card for the remainder of the balance.

Check Payment:

Enclosed Amount: _____

Check Number: _____

* Make check payable to: **JOGS Inc**

WE ACCEPT

U.S. CHECKS, MONEY ORDERS, CASHIERS CHECKS

International exhibitors wire transfer information:

Attention International exhibitors!

Before transferring money please contact us to receive individual wire transfer instructions.

After you transfer funds please forward a copy a of your completed wire transfer with your company name and booth number if available.

CANCELLATION BY EXHIBITOR: If Exhibitor desires to cancel this contract, Exhibitor may only do so in a written form sent to Organizer with evidence of receipt. If written notice of cancellation is received more than 30 days prior to the opening date of the Event, the Exhibitor will be liable for the deposit amount only. If written cancellation is received less than 30 days prior to the opening date of the Event, the Exhibitor will be liable for the deposit, plus 50% of the remaining payment. Deposit in all cases will remain non refundable.

I AGREE TO OBIDE BY THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS APPLICATION AND CONTRACT.

Exhibitor's signature: _____ Printed Full Name: _____ Date: _____

Booth Sales Representative: _____

FOR INTERNAL USE ONLY. DO NOT WRITE IN THIS BOX!

Deposit received:	Booth #	Payment:	Payment:
Date:	Corner <input type="checkbox"/>	Date:	Date:
Balance due:	Package <input type="checkbox"/>	Balance due:	Balance due:

Mail the check and this form to **JOGS Inc:**

650 South Hill Street, Suites 612 and 613, Los Angeles, CA 90014, USA

Tel. 213-629-3030 Fax 213-629-3434

info@jogsshow.com, WWW.JOGSSHOW.COM

TERMS AND CONDITIONS

1. DEFINED TERMS: The term "Event" means Gem and Jewelry Show (J.O.G.S. Gem Show) held on February 01 - February 12 at Tucson Expo Center. The Event is owned, produced and managed by J.O.G.S., Inc., The term "Organizer" means, collectively, J.O.G.S. International Exhibits and A.A. Association and each of its officers, directors, shareholders, agents, representatives, employees unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person that applied to exhibit and agreed to sign below coming contract upon acceptance by J.O.G.S. in the way stated later and each of its officers, directors, shareholders, contractors, agents, representatives and/or invitees, as applicable.

2. CONTRACT ACCEPTANCE: This contract will be in force from the moment it is signed by Exhibitor and an authorized representative of J.O.G.S.

3. ASSUMPTION OF RISKS; RELEASES: Exhibitor completely assumes all risks associated with, resulting from, caused by or arising in connection with Exhibitor's participation or presence at the Event, including theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitors, notwithstanding the reasons i.e. negligence, intentional act, accident, act of God or others. Exhibitor carries complete responsibility for its property, theft, loss or damage whether the property was in or out the storage area. Neither Organizer nor Exhibit Facility carries responsibility or create a bailment for property delivered to or by Exhibitor. Neither Organizer nor Exhibit Facility shall be responsible, and Exhibitor hereby releases all of them from, and agrees not to sue any of them with respect to, any and all risks, losses, damages, injuries and liabilities whether they are described in the paragraph or not.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend (with legal counsel satisfactory to J.O.G.S.) and keep Organizer and the Exhibit Facility away and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees which result from or arise out of or in connection with: (a) Participation and Presence of Exhibitor at the Event; (b) any kind of infringement of any agreements, covenants, promises or other obligations under this or any other contract, agreement or arrangement; (c) any matter for which exhibitor is otherwise responsible under the terms of this or any other contract, arrangement or agreement; (d) any violation or claim of violation or infringement of any law or ordinance or the rights of any party under any kind of copyright, patent, trademark, trade secret or other proprietary right; (e) any kind of slander, defamation, libel or similar claims caused by the actions of the Exhibitor; (f) injury (death included) or harm to Exhibitor; (g) damage to property, or business or profits of Exhibitor or loss of them, notwithstanding the reason (negligence, intentional act, accident, act of God, theft, mysterious disappearance, etc.)

5. LIMITATION OF LIABILITY: Under no circumstances shall Organizer or the Exhibit facility be responsible (liable) for any lost profits or any retaliatory, consequential, incidental, special or indirect damages whatsoever for any of their acts or omissions, whether or not informed of the possibility of any such lost profits or damages. In no event shall Organizer's maximum responsibility under any circumstance exceed the amount actually paid to J.O.G.S. by Exhibitor for the rental of the exhibit space pursuant to this contract. Organizer makes no warranties or representations, express or meant (implied), concerning the quantity of visitors attending the Event or concerning any other matters. Management may hire guards (not security guards) to regulate the flow of the visitors to the Event. Neither Organizer, nor the owners or lessors of the Event Facility, shall take any liability for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against theft, damage and loss.

6. QUALIFICATIONS OF EXHIBITOR: J.O.G.S. has all rights to determine whether an assumed exhibitor corresponds or is eligible to participate at the Event. Eligibility is generally limited to persons, companies or firms who provide gift and jewelry industries with products and service. Applicants may be required to provide a full description of the nature of their business and the exhibited items. J.O.G.S. has all rights to prohibit or remove any exhibit that J.O.G.S. will consider to be inappropriate or ineligible.

7. BOOTH PLACEMENTS: J.O.G.S. will try to follow all arrangements concerning booth placements at the Event if application and payment are made within required time limit. However, J.O.G.S. reserves the right to make a different placement. Offers made as to location of space are current policy not guarantee. J.O.G.S. will make the final decision in determining space. J.O.G.S. may refuse an acceptance of any contract for any or no reason. J.O.G.S. has the right to define the eligibility of any company or product at the Event. No exhibitor shall exhibit or be allowed to be exhibited in the space designated for it any merchandise other than the one specified in the application. J.O.G.S. also has the right to change, delete or add to the Event's floor plan at any time.

8. CANCELLATION BY EXHIBITOR: If Exhibitor desires to cancel this contract, Exhibitor may only do so in a written form sent to J.O.G.S. with evidence of receipt. In this case the Exhibitor will continue to be liable for 100% of the total exhibit fee until written notice of cancellation is received by J.O.G.S. no later than the deadline of November 27th, 2007. If written notice of cancellation is received by the deadline of November 27th, 2007, the Exhibitor will be liable for the deposit amount only. If written cancellation is received after the deadline of November 27th, 2007, the Exhibitor will be liable for 100% of the rest of payment minus deposit. Deposit in all cases will remain non refundable.

9. CANCELLATION BY J.O.G.S.: If Exhibitor fails to make a payment in time designated by the contract; J.O.G.S. may cancel this contract (participation of the Exhibitor) without further notice and obligation to refund any previous paid amounts. J.O.G.S. has the right to refuse Exhibitor allowance to move in and set up an exhibit if Exhibitor has debts to Organizer. J.O.G.S. in its sole discretion is authorized (not obligated) to occupy or dispose of any space vacated or made available in result of action included in this paragraph and without releasing Exhibitor from any liability hereunder. J.O.G.S. may also cancel the contract effective upon written notice of termination if Exhibitor makes an infringement of any of its obligations under this or any other contract or arrangement with Organizer, without any obligation on J.O.G.S. part to refund any previously paid amounts and without releasing Exhibitor from any liability arising as a result of or in connection with such infringement. If J.O.G.S. removes or restricts an exhibit that J.O.G.S. finds to be inappropriate or undesirable, no refund will be owed to Exhibitor.

10. CANCELLATION OF EVENT: If J.O.G.S. cancels the Event under any circumstances beyond the reasonable control of J.O.G.S. (e.g. unavailability of Exhibit Facility, government emergency, act of God, labor strike), J.O.G.S. shall refund to Exhibitor its previously paid space rental amount, minus a share of costs and expenses suffered by Organizer, in full satisfaction of all responsibilities of Organizer to Exhibitor. J.O.G.S. has all rights to change the Event Dates and rename, relocate and cancel the Event. If J.O.G.S. renames the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to the dates that are not more than 30 days earlier or 30 days later, no refund will be owed to Exhibitor, but J.O.G.S. shall appoint Exhibitor, as a replacement of the original space, other space as J.O.G.S. considers to be appropriate and Exhibitor agrees to use that space according to the terms of this contract. If J.O.G.S. chooses to completely cancel the Event other than for previously described reasons, J.O.G.S. shall refund to Exhibitor the previously paid whole amount for rental space, in full satisfaction of all liabilities of Organizer to Exhibitor.

11. EXHIBIT SPACE OCCUPANCY: J.O.G.S. shall define the dates and hours for establishing, dismantling and occupying exhibits. If Exhibitor fails to establish its display in its appointed space by 9.30 A.M., February 01, 2008 for J.O.G.S. Gem Show, and Tucson Gift Show, or leaves its space without supervision at any time during the Event, J.O.G.S. shall have the right to seize the space, cancel this contract and no refund will be owed to Exhibitor. All exhibits have to be open for business at all times during the Event.

12. LISTINGS AND PROMOTIONAL MATERIALS: By exhibiting at the Event, Exhibitor gives Organizer a fully paid, permanent nonexclusive license to display, use and reproduce the name, trade names, and product names of Exhibitor in any directory (e.g. print, electronic or other mass media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be responsible for any mistakes in any listings or descriptions or for not including Exhibitor or any other exhibitor in any directory or other lists of materials. Organizer reserves also the right to take photographs of Exhibitor's booth space, personnel, exhibit and guests after, before and during Event hours and use for any promotional purposes. Exhibitor may not promote, advertise or repeatedly mention any other show or exhibition on our premises. Exhibitor may not use flash Photography or any other type of medium on our premises.

13. CARE OF EXHIBIT FACILITY: Exhibitor shall immediately pay for any and all damages caused by Exhibitor to the Exhibit Facility or related facilities, booth equipment or the property of Organizer and others.

14. TAXES AND LICENSES: Exhibitor shall be extremely liable for getting any permits, licenses or approval under federal, state or local laws appropriate to its activities at the Event. Exhibitor shall be extremely liable for getting any necessary tax identification numbers and permits and for paying all taxes, license and use fees, royalties or other fees, charges, levies and or penalties that become owed to any governmental authority in connection with its activities at the Event. Organizer is not liable for any Laws Broken by Exhibitor.

15. INSURANCE/LIABILITY OF LOSS: Exhibitor is liable for any and all insurance against risks obvious or unobvious in Exhibitor's participation at the Event. Exhibitor agrees to keep harmless the Exhibit facility, Organizer and any and all employees, agents, independent contractors, successors or assigns of the of the abovementioned, from any damages or charges imposed for violation of any law or ordinance, whether caused by negligence of Exhibitor or those holding under Exhibitor, which occur at the Exhibit Facilities, as well as to strictly obey the applicable terms and conditions included in this contract; and further, Exhibitor shall at all times protect, indemnify, save and keep harmless Organizer, the Exhibit Facility and any and all employees, agents, independent contractors, successors or assigns of the abovementioned, against and from any and all loss, cost, damage, responsibility or expenses arising from or out of or caused by any accident or other incident and occurrence to anyone, including the Exhibitor, its agents, employees and business invitee, which is caused by Acts of God or out of or by reason of said Exhibitor's occupancy and use of the Exhibit Facility and the licensed rental space during the Event Dates.

16. COPYRIGHTED MATERIALS: Exhibitor may not play or allow the playing or performance of, or distribution of any copyrighted material at the Event unless it has gained all required rights and paid all necessary fees, royalties or other payments.

17. OBSERVANCE OF LAWS: Exhibitor shall follow and obey all federal, state and local laws, codes, ordinance, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work). Without restricting the abovementioned, Exhibitor shall form its exhibits to meet all requirements of Americans with Disabilities Act.

18. ADDITIONAL TERMS AND CONDITIONS: J.O.G.S. has complete control over attendance policies. Except as provided to the contrary in this contract, all payments made by Exhibitor shall be considered to be nonrefundable and fully earned at the time of payment. Exhibitor shall act itself according to the norms of professionalism and etiquette. Any amendment to this contract must be in a written form and signed by an authorized representative of J.O.G.S. Exhibitor shall not assign this contract or any other right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, you and your affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C § 227 and any other applicable regulations.

19. INCORPORATION OF RULES AND REGULATIONS: Any and all matters referring to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by J.O.G.S. in its sole discretion. J.O.G.S. may accept rules or regulations from time-to-time governing such matters and make corrections or cancel them at any time, upon notice to Exhibitor. Any rules and regulations are an unvoidable part of this contract and are incorporated herein by reference. Exhibitor shall obey and follow additional regulations made by J.O.G.S. as soon as Exhibitor is informed about these additional rules and regulations. This contract states the whole agreement of the parties with respect to the subject matter hereof.

20. FIRE AND SAFETY LAWS AND RULES: Federal, state and city laws must be strictly obeyed. A listing of material fire and safety regulations will be found in the Exhibitor service Manual. All materials i.e. all materials such as fabric or other material used for display of any kind must be flame-proofed. The use of crepe and other decorative paper will be forbidden. Exhibitor rental space must meet all required fire regulations. Displays that fail to meet the abovementioned demands and do not pass the inspection will be closed until such fire hazards are corrected against further danger of fire. Complete booth equipment must not block the aisle under any circumstances. This is a strict order from fire marshal. Exhibitor may be closed for disobeying this rule.

21. NO SHOW POLICY: If Exhibitor, under any circumstances beyond control, is late in arrival or set-up, Exhibitor must inform the Event Director at the Event Facility. Failure of notification will lead to resale of the rental space and no refunds will be made later.

22. ENTIRE AGREEMENT: This contract (including the Exhibitor Service Guide and any additional rules or regulations accepted by J.O.G.S. from time-to-time) represents the whole agreement between J.O.G.S. and Exhibitor relating to the Event and supersedes any previous written or oral understandings, agreements or representations by or between J.O.G.S. and Exhibitor relating to the Event.

EXHIBITING COMPANY NAME

OFFICIAL SIGNATURE

DATE