



TERMS & CONDITIONS

Upon acceptance of the contract, the Exhibitor shall be bound by the terms and conditions set forth herein and by such amendments or additional rules and regulations which may be established by Las Vegas Management and Jewelry Craft & Design Expo. References to Jewelry Craft & Design Expo, JC&DE herein shall be deemed to include Las Vegas Management and any duly authorized representative, agent or employee of the foregoing. Las Vegas Management reserves the right to reject or prohibit any exhibit contract it judges is not suitable to and in keeping with the character of the exhibition.

1. Space Usage space applied for is to be used solely for the Exhibitor whose name appears on the application, and it is agreed that the applicant will not sign, sublet, or apportion the whole or any part of the space allotted without written approval of show management. The Exhibitor agrees that Las Vegas Management has sole authority over the assignment of exhibit space and may be required to change the exhibitor's confirmed exhibit space in order to accommodate the need of the show. In the event the exhibitor's booth number is changed, Las Vegas Management will notify the exhibitor.

2. Payment and Cancellation of Exhibit Space – All exhibit space is non-cancellable once contract is signed. Should Exhibitor cancel, all deposits paid to that date are forfeited.

3. Standard Display Equipment – Includes a drape 3' high dividing booths (but not at the tables in the entry hallway), two chairs, one 6' or 8' draped table (as specified in pricing sheet).

4. Rules & Regulations and Display Construction Guidelines – Exhibitors agree to abide by and conform to the Display Construction Guidelines and Rules and Regulations set forth by Las Vegas Management. The Exhibitor acknowledges these rules and guidelines are hereby made part of the exhibit space contract.

5. Care and Use Of – Decorations, signs banners, etc may NOT be taped, nailed, screwed, tacked, stapled or otherwise fastened to ceilings, walls, door, columns or floor of the Ballroom. Exhibitor agrees to leave the space in the same condition it was received in, including removing all refuse at end of show. Business activities must be within allotted exhibitor space. Loud noises, bright lights, or other distractions are not permitted.

7. Fire Regulations – Exhibitors agree to adhere to the Fire Regulations outlined in the Rules & Regulations.

8. Installation of Exhibits – Move in, set up day is Tuesday, February 4, 2020 from 11:00am to 6:00pm.

9. Dismantling of Exhibits - Dismantling of exhibits will begin at 4:00pm, Sunday, February 10th, 2020. All exhibits must be dismantled by 12 midnight on Sunday. No Exhibitor shall have the right prior to the closing of the Show to pack or remove articles on exhibit without the permission and approval in writing of Las Vegas Management. The Exhibitor agrees Show Management shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of any Exhibitor who has failed to do so in the time allotted, or to order such work done at the sole expense of the Exhibitor. The Exhibitor further agrees that Las Vegas Management shall, at its sole discretion, have the right and authority to clear from the premises any exhibit material or other property of the Exhibitor for which sufficient shipping arrangements have not been made, to designate carriers for its return, to send it to public or private storage, or to otherwise dispose of it, without incurring any liability therefore, and all costs of such removal, return, storage and other disposition shall be charged to and promptly paid by the Exhibitor.

10. Badges and Exhibit Personnel – Admission will be by Exhibitor badge only on set up days and prior to show opening, after closing. The Exhibitor shall have an authorized representative present at the Show throughout all exhibit periods and during the installation and dismantling of his exhibit.

12. Social Functions/Suitcasing/Outboarding – Contracted exhibitors may conduct social functions in public areas of The Embassy Suites Tucson East, which do not conflict with scheduled programs or activities of Jewelry Craft & Design Expo. No exhibitor shall conduct or sponsor during published Show or Seminar hours any banquet, breakfast, luncheon, party or other function for attendees, or for those who have been invited to attend the Jewelry Craft & Design Expo without the written approval of Las Vegas Management.

13. Age Limitation – No child 17 years of age or under will be permitted on the Show Floor during Installation or Dismantling of Exhibits. Children under the age of 17 shall be permitted on the Show floor during show hours at the discretion of Show Management, if accompanied by an adult.

14. HOLD HARMLESS Exhibitor assumes responsibility and agrees to indemnify and defend LVM and its respective subsidiaries and affiliates, owners, directors, officers, employees, agents, representatives and successors from any claims or expenses arising out of the use of the exhibition premises. LVM shall not be liable for, and is hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way connected with Exhibitor's participation in Jewelry Craft & Design Expo, and the Exhibitor shall be responsible for any such injury, loss or damage, or any expenses relating thereto, and the Exhibitor hereby agrees to protect, indemnify, hold harmless and defend Jewelry Craft & Design Expo and LVM and their respective subsidiaries and affiliates, owners, directors, officers, employees, agents, representatives and successors against all claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of Jewelry Craft & Design Expo, LVM), and their respective subsidiaries and affiliates, owners, directors, officers, employees, agents or representatives. In addition to the foregoing, the Exhibitor agrees that it will make no claim of any kind against Jewelry Craft & Design Expo, LVM and their respective subsidiaries and affiliates, owners, directors, officers, employees, agents, representatives and successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the Exhibitor's business by reason of the failure to hold the Show or to provide space for any exhibit or the removal of the exhibit, or for any action of LVM and its respective subsidiaries and affiliates, owners, directors, officers, employees, agents or representative in relation to the exhibit, the Exhibitor or the Show.

RULES AND REGULATIONS

ADA Compliance

(Americans with Disabilities Act)

Exhibitors are expected to comply with regulations to make their booths and displays accessible to the physically challenged. Violations of the ADA can result in serious civil damage awards: \$50,000 for the first violation and \$100,000 for subsequent violations. The Exhibitor agrees to indemnify and hold harmless Las Vegas Management for any claims arising out of or in connection with the exhibitor's failure to make their display comply with the ADA.

Advertising

If you are expecting print, news media coverage or filming you must have prior approval by Show Management at least 72 hours prior to Show opening.

Aisles

All aisle space belongs to the Exhibition. No exhibit, lighting, or advertising will be allowed to extend beyond the space assigned to the exhibitor. Any demonstration or activity which results in the obstruction of aisles or prevents ready access to neighboring exhibitors' booths shall be suspended for any period specified by Show Management.

Balloons

The use or display of helium filled balloons smaller than 36 inches is prohibited. Large helium-filled balloons, such as advertising balloons, may be used only if they are securely anchored to the exhibit and do not extend over the boundaries of the booth. Note: prior approval must be obtained from Show Management not less than thirty (30) days before the opening date of the Show.

Damages to Property

It is expressly understood that the Exhibitor will make no claim of any kind against Show Management for any loss, damage or destruction of goods, or for any damage of any nature to this business by reason of the failure to provide space for any exhibit or the removal of the exhibit.

Electrical Regulations

Booths that have electrical as part of their booth as described in the pricing page must restrict their usage to 10 amps per booth. No extension cords can be placed in any traffic or public access area. All electrical wiring on booths or display fixtures must meet applicable codes. In any power distribution system, power fluctuations and/or failures, although extremely uncommon, can occur. Show Management and the Embassy Suites Tucson East cannot be responsible for such occurrences, when they are out of the control of Show Management, the Embassy Suites Tucson East, and/or the Official Electrical Service Contractor. It is standard practice for many persons exhibiting equipment sensitive to voltage fluctuations, power surges and/or outages, to utilize surge protectors, line conditioners and/or battery backup systems to guard against these events.

Exhibit Display Rules & Regulations

All standard booth displays will be confined to a maximum height of 8'3" and all display fixtures over 4'



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in height and placed next to an adjoining exhibit must be confined to that area of the exhibitor's space which is at least 5' from the aisle line. **The exhibit shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other exhibitors.** All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. The operation of videos, radios or other sound devices operated in an objectionable manner in the opinion of Show Management shall be prohibited.

Fire Regulations

Exhibit construction and decoration material must be fire retardant and a certificate of flammability must be provided upon request of the Fire Prevention Officer. We suggest that you have a certificate of flammability on hand to prevent the need for possible on-site testing of your material. Crepe paper, corrugated paper, cardboard or other combustible materials which conflict with the Underwriter's Fire Prevention or Fire Department rules shall not be permitted. Pyrotechnics and Hazers are not allowed. Exhibitor agrees to observe all local and state fire regulations

Food and Beverage Distribution

Exhibitors shall not dispense or distribute any food or, beverage items not provided by the Embassy Suites Tucson East without written approval of Show Management and the Embassy Suites Tucson East. Exhibitors are responsible for the prompt removal of food items and wrappings from the Exhibit Hall. No trays are permitted in the public areas of the Show.

Good Neighbor Policy

Exhibitors are expected to minimize the noise level of sound amplifying equipment. All unnecessary noise is prohibited. The use of loud-speakers, sound projection equipment and any other sound augmenting devices in exhibit booths is not permitted.

Insurance

Show management strongly recommends that each Exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident, arising out of or in any way connected with the exhibitor's participation in the Show, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. It should include coverage of the indemnification obligations of the Exhibitor under these rules and regulations, Las Vegas Management, and the Embassy Suites Tucson East as additional insured. Each Exhibitor agrees to indemnify and hold harmless Embassy Suites Tucson East from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. Each Exhibitor acknowledges that it is responsible for obtaining for its protection and entirely at its expense, such property insurance for its exhibit and display materials, as the Exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation to any claims against Jewelry Craft & Design Expo, Las Vegas Management, and Embassy Suites Tucson East.

Licenses, Permits and Sales Tax

Exhibitor is responsible to obtain all licenses or permits and for paying applicable fees, taxes and other costs which may arise from participation and selling product at the JC&DE.

Responsibility for Security

Fire, theft and liability insurance are the full and sole responsibility of each exhibitor. Proof of insurance must be available to Management prior to show. 24 hour security is provided, however neither Las Vegas Management nor Embassy Suites will be responsible for damage due to theft, fire, water, accident or any other causes. Exhibitor agrees to hold harmless and make no claim for any reason including negligence against Las Vegas Management and Embassy Suites, their staff or agents, for loss due to theft, damage or destruction of merchandise.

Smoking

Smoking is strictly prohibited within the Exhibit Hall.

Storage of Boxes and Supplies

All boxes and supplies must fit under display tables within your booth, or be removed to your hotel room or vehicle.

Lighting

Exhibitors can use appropriate booth lighting but must stay within a 10 amp total power usage for each booth.

Shipping:

Packages can be shipped to the hotel to be received no earlier than January 27, 2020. Any deliveries before this date will be returned to sender, at senders' expense. Pricing:

Boxes under 15 lbs. - \$5 each
Boxes over 16-25 lbs. - \$10 each
Boxes over 26-50 lbs. - \$20 each
Boxes over 51 lbs. - \$25 each
Boxes should be shipped via UPS, Fedex or DHL. Exhibitors must label each box individually (ie: box 1 of 10, etc). Pallets will not be accepted. Shipping labels should include the following:

Name of Company
c/o Cynthia Espinoza
Embassy Suites
6555 E. Speedway Blvd.
Tucson, AZ 85710

Signs:

All signs must be located within the boundaries of the assigned booths space and hung no higher than the height limitation of the space assigned. Signs may not be attached to walls outside an Exhibitor's space, nor may they be hung from the ceiling except over the Exhibitor's assigned space. Any signage or promotional language on equipment must be part of the original equipment.