

## GLOBE X GEM SHOW CONTRACT TERMS and CONDITIONS

1. **CONTRACT** This Application, properly executed by applicant (Exhibitor) shall, upon written acceptance by Globe-X constitute a valid and binding contract.

2. **ASSIGNMENT OF SPACE** It is understood by Exhibitor that space will be assigned to Exhibitor by Globe-X c/o Days Inn at Tucson Gem Show sole discretion, which assignment shall be final. Notification of space assignment shall be mailed to Exhibitor. After assignment, space location may not be changed, transferred or canceled except on written request and with the subsequent written approval of Globe-X. Space assignments may be revoked or changed by Globe-X if Exhibitor fails to meet payment deadlines. The size and location of Exhibitors space at Globe-X election, differ.

In assigning exhibit space, Globe-X shall carefully consider and its sole discretion weigh collectively such factors as:

- A. the size of exhibit space requested versus the overall space available for allocation to eligible Exhibitors,
- B. the need to accommodate a range and variety of products which are representative of the best the jewelry, lapidary, gem, and mineral industry has to offer for the benefit of the buyers,
- C. the need to accommodate and encourage the introduction of new products for the buyers' benefit,
- D. the quality and creativity of the product displays,
- E. the continuity and length of an Exhibitors previous exhibit activity,
- F. the size and shape of the space need as it relates to the effective display of an applicant's products for the convenience and benefit of the buyers,
- G. the Exhibitors commitment to aggressively promote buyer attendance both independently and in cooperation with Globe-X, and
- H. the need to balance traffic and promote buyer activity in all exhibit areas.

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

4. **PAYMENT OF FEES** A 50% balance due deposit is required with this application which upon acceptance of this application by Globe-X shall be nonrefundable. The balance is due, as billed, no later than eight (8) weeks prior to the opening of the show.

### 5. **DEFAULT**

A. Failure on the part of the Exhibitor to meet payment deadlines as required herein shall entitle Globe-X, at its election, to terminate this contract and retain all fees

previously paid to Globe-X.

B. It is further understood that in the event of cancellation by Exhibitor, Globe-X shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation or refund to Exhibitor.

C. Globe-X reserves the right to prohibit, close, correct, remove or eliminate any exhibit or display or any part thereof including signs, printed matter, merchandise, visuals and catalogs or any conduct, action, noise or activity which in Globe-X's sole discretion is not suitable or in keeping with the shows purpose and character whether or not the issue causing Globe-X's corrective response is specifically covered in this contract or in the Rules and Regulations for Exhibitors attached hereto as Exhibit A and incorporated there (the "Rules").

6. RULES AND REGULATIONS FOR EXHIBITORS The Exhibitor shall abide by the Rules together with any amendments thereto adopted by Globe-X from time to time and of which Exhibitor shall receive notice.

Exhibitor shall offer for sale and shall display only items connected with gems, jewelry, minerals, findings, books and other products connected with the lapidary arts and shall have all displays correctly represented, labeled with price and presented in a manner acceptable to Globe-X.

Under unusual circumstances, and at its discretion, Globe-X may also make specific exceptions to, or change in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved.

Globe-X shall have final authority as to the interpretation of the Rules and their application, and shall have the authority to establish penalties in the event of violations. (no sublets) Exhibitor 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; and Exhibitor 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. Exhibitor shall hold Globe-X harmless in the event of any claim arising from misrepresented goods offered for return at any time.

7. SUBLETTING PROHIBITED Subletting, assigning, licensing or sharing space by Exhibitor, or the use of space assigned to Exhibitor by anyone other than Exhibitor is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it any merchandise other than that specified in the exhibit contract. Violation of this of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

The Globe-X "Exhibitor Contract" for shows is nontransferable. The new owner of any such purchased business is required to apply for a new contract on their own merit.

8. INDEMNIFICATION If the show or any part thereof is prevented from being held, is canceled by Globe-X or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, Globe-X shall determine and refund

to Exhibitor its proportionate share of the balance of the aggregate exhibit fee received which remains after deducting expenses incurred by Globe-X and reasonable compensation to Globe-X, but in no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fee paid.

Neither Globe-X nor any of its owners, officers, agencies, employees and other representatives or advisors, 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 Exhibitor or any of its officers, agents, employees or other representatives resulting from the theft, fire, water, accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect and hold Globe-X and its owners, officers, agents, employees and other representatives or advisors harmless against any and all claims, demands, suits, liability, damages, loss, cost, attorney fees, and expenses of whatever kind or nature which might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees or any representatives.

9. COMPLIANCE The Exhibitor 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, together with the rules and regulations of the operators and/or owners of the property wherein the show is held. No Exhibitor shall conduct a crime or similar activity.

10. MISCELLANEOUS These terms and conditions supersede any and all previous negotiations, arrangements, agreements, understandings, brochures, procedures, rules and practices which may have governed the conduct of this show. In signing this contract, the Exhibitor acknowledges that there are no representations between Globe-X and the Exhibitor other than those contained in this contract. Exhibitor also acknowledges that Globe-X shall not be bound by any rules, regulations, interpretations or practices of any of Globe-X predecessors that operated this show.

11. 80% of merchandise should be show related.

12. ELECTRICAL Proper electrical cords and boxes must have fuses and breaker switches for overload safety. Follow all the rules of Tucson Fire Department for safety.

13. TELEPHONE All rooms are provided with phones. In tent some areas are connected to the temporary phone extension. Pay phones are available in lobby. Contact local phone company for further information.

14. FLAMEPROOFING All decorations you plan to use must be flame retardant to satisfaction of local fire department.

15. SECURITIES AND SAFETY Security will be provided at all times but Exhibitors should fully protect themselves by carrying appropriate insurance coverage as show management and Days Inn will not be responsible for safety of exhibits against loss or damage by fire, theft, accident or other destructive cause.

16. FURNITURE REMOVAL AND STORAGE Furniture removal request must be filed out in advance and send it to Days Inn 30 days prior to show. Charges are explained in request form. Unauthorized removal of the furniture will be charged double the amount and dealer will be responsible for paying the charges.

for storage and damages.

17. LENGTH OF STAY All dealers must be charged for 10 days at show rate during assigned show period. Pre-show and after-show discounts are available with advance reservation and participating in package deal.

18. OTHER FEES

1. All dealers will be charged \$69 for cleaning fee.

2. Table rental \$30/per show. Based on availability and reservations.

3. Furniture removal fees are applicable when service used. Any furniture removal will be billed to room at rate of \$69/room. Certain restrictions apply. (Furniture can be removed such as: floor lamp, chairs & tables, cadenza, TV, beds.)

4. Roll-Away beds \$10/Day.

19. CANCELLATION FOR SLEEPING ROOM All guarantee reservations call be changed for arrival date before December 31. Policy is strictly on noncancellation basis. Dealers must be charged for 5 nights.

20. NO REFUNDS in case of fire, flood or damage to the building.

21. CANCELLATION POLICY: Cancellations must be done six (6) months prior to show dates.

-CONTACT: If you desire information not supplied here, contact:

Piyush Patel, Gem Show Promoter

Globe-X c/o Days Inn

222 South Freeway

Tucson, AZ 85745-3234

Cell Phone: 520-251-1800

Fax: 520-791-3808

E-mail: SUP8CASA@aol.com

Note: No dealer parking during show times from January 28th through February 13, 2006.

Time 9:00am-5:00PM