EXHIBIT SPACE CONTRACT

SAN RAFAEL, CA

Marin Center, Exhibit Hall

10 Avenue of the Flags (Zip: 94903)

July 14, 15, 16, 2017

PLEASE TYPE OR PRINT

*Please note:

***Electrical outlet must be purchased** with each booth.*

*As an Exhibitor with **GEM FAIRE, Inc.**, it is your responsibility to possess the proper state sellers permit or to obtain a temporary permit by registering with the State Board of Equalization at 50 D St. Room 230, Santa Rosa, CA 95404. (707) 576-2100.WWW.BOE.CA.GOV.*
NO EXCEPTIONS!

COMPANY NAME _____ EMAIL _____

ADDRESS _____ PHONE ( ) _____

CITY, STATE, ZIP _____ FAX ( ) _____

YOUR NAME _____ STATE RESALE TAX # _____

We hereby contract for exhibit space in GEM FAIRE ® to be held in **SAN RAFAEL, CA - JUL. 14, 15, 16.** We agree to abide by the Terms and Conditions appearing on the reverse side of this contract, and to the Rules and Regulations For Exhibitors which are incorporated by reference into this contract. We further agree to attach to this contract our proper show deposit for the booth size and booth fees listed below. We understand if this contract is accepted, we will abide by the rules concerning the booths we have selected or our contract will be cancelled without recourse and our space will be reassigned to another firm.

SETUP TIMES

Thursday: 10am - 6pm

Exhibitor must physically check in prior to 5pm on Jul. 13, 2017 or your booth is no longer available.

TEAR DOWN

Sunday: 5pm - 7pm

Note: After 8pm you will be charged $ 125/hour or portion thereof

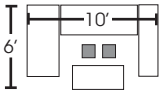
GEM FAIRE HOURS

FRIDAY: 12pm - 6pm
SATURDAY: 10am - 6pm
SUNDAY: 10am - 5pm

10 FOOT BOOTH #_____

____	Booth	@ $885*	=	____
____	Showcase	@ $200	=	____
____	Corner	@ $100	=	____
____	Wall booth	@ $100	=	____
____	Pegboard	@ $60	=	____
X	Electrical outlet (500 watts)		=	$75
____	Add'l outlet ($75/500 watts)		=	____
____	Lightframe	@ $35	=	____
____	Extra chair	@ $5ea.	=	____
	Extra Table(s)			
____	4' x 24"	@ $30	=	____
____	6' x 18"	@ $40	=	____
	Extra Services			
____	Cartage @ $45/65lb piece		=	____
____	Cage @ $485/1,500lb limit		=	____
		Total Due	=	____

Price is 50% more if ordered at show.

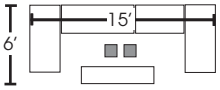


Each booth includes: Professionally decorated tables as shown, 2 chairs, sign

15 FOOT BOOTH #_____

____	Booth	@$1085*	=	____
____	Showcase	@ $200	=	____
____	Corner	@ $100	=	____
____	Wall booth	@ $100	=	____
____	Pegboard	@ $60	=	____
X	Electrical outlet (1,000 watts)		=	$125
____	Add'l outlet ($75/500 watts)		=	____
____	Lightframe	@ $40	=	____
____	Extra chair	@ $5ea.	=	____
	Extra Table(s)			
____	4' x 24"	@ $30	=	____
____	6' x 18"	@ $40	=	____
____	6' X 30"	@ $55	=	____
____	8' X 30"	@ $75	=	____
	Extra Services			
____	Cartage @ $45/65lb piece		=	____
____	Cage @ $485/1,500lb limit		=	____
		Total Due	=	____

Price is 50% more if ordered at show.

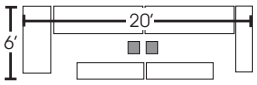


Each booth includes: Professionally decorated tables as shown, 2 chairs, sign

20 FOOT BOOTH #_____

____	Booth	@$1385*	=	____
____	Showcase	@ $200	=	____
____	Corner	@ $100	=	____
____	Wall booth	@ $100	=	____
____	Pegboard	@ $60	=	____
X	Electrical outlet (1,250 watts)		=	$175
____	Add'l outlet ($75/500 watts)		=	____
____	Lightframe	@ $50	=	____
____	Extra chair	@ $5ea.	=	____
	Extra Table(s)			
____	4' x 24"	@ $30	=	____
____	6' x 18"	@ $40	=	____
____	6' X 30"	@ $55	=	____
____	8' X 30"	@ $75	=	____
	Extra Services			
____	Cartage @ $45/65lb piece		=	____
____	Cage @ $485/1,500lb limit		=	____
		Total Due	=	____

Price is 50% more if ordered at show.



Each booth includes: Professionally decorated tables as shown, 2 chairs, sign

*** Electrical outlet must be purchased with each booth.**

NO CANCELLATIONS ON PRE-ORDERED EQUIPMENT WILL BE ACCEPTED PRIOR TO **45 DAYS BEFORE SETUP (MAY 30, 2017).**

DISCOUNTS: $50 off above Booth Prices are discounted by prepayment of full booth fees **99 days in advance (APR. 6, 2017).**

IMPORTANT: If you will not accept an exhibit space assignment in certain areas of the exhibit complex or by certain companies, please clearly identify those display areas: _____

Vendors with completed contracts received & paid in full 12 weeks prior to show date will receive a booth sign with name, city & state.

NOTE: Please be sure to complete and return the Exhibitor Form, this contract along with a DEPOSIT PAYMENT of 50% of total booth fees. You must also include any literature for all products to be displayed and sold in your booth. Contracts received within 45 days of show date must be accompanied by full payment. Cash, cashiers checks or credit card are accepted. *PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, PRIOR TO CONTRACT BEING PAID IN FULL.*

SIGNATURE _____ PRINT NAME _____ DATE _____

ALL MONIES MUST BE PAID IN FULL PRIOR TO BOOTH OCCUPANCY.

Booth Price $ _____

Gov't Fees _____ **$25.00**

Discounts $ _____

Total Booth Charges $ _____

Deposit Paid $ _____

Balance Due $ _____

FINAL PAYMENT DUE MAY 30, 2017

Payment Options **Check #** _____

VISA or Master Card only CCV_____

cc#_____ Exp._____

Card Holder_____

Signature _____

Booth space not guaranteed by Gem Faire without proper payment.

NOTE: City and local transient/itinerant/vendor and show business license/fees will be assessed and/or local/state/federal taxes are prorated per exhibitor/booth and must be paid prior to booth occupancy. By signing this contract, the applicant/company has a valid Worker's Compensation insurance policy including a minimum one million liability policy in force for this state.

Complete and return all copies to: GEM FAIRE ®, INC., P.O. Box 55337, Portland, OR 97238 • Tel. (503) 252-8300 • Fax (503) 252-8306

FOR GEM FAIRE ® USE ONLY

This exhibit space contract is hereby accepted on this _____ day of _____ , 20 _____

BY _____ TITLE _____ for GEM FAIRE ®, INC.

PLEASE DO NOT SEPARATE COPIES • RETURN ALL 3 SIGNED COPIES

TERMS AND CONDITIONS

1. **CONTRACT.** This Contract, properly executed by Applicant (Exhibitor) shall, upon written acceptance by ***GEM FAIRE®, INC.*** constitute a valid and binding contract.
2. **ASSIGNMENT OF SPACE.** It is understood by Exhibitor that space will be assigned to Exhibitor by ***GEM FAIRE®, INC.*** at ***GEM FAIRE®, INC.***'s 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 cancelled except on written request and with the subsequent written approval of ***GEM FAIRE®, INC.*** Space assignments may be revoked or changed by ***GEM FAIRE®, INC.***, if Exhibitor fails to meet payment deadlines. The size and location of Exhibitor's space may, at ***GEM FAIRE®, INC.***'s election, differ from show to show. In assigning exhibit space, ***GEM FAIRE®, INC.*** shall carefully consider and at its sole discretion weigh collectively such factors as follows: The size of exhibit space requested versus the overall space available for allocation to eligible Exhibitors.
3. **SUBSTITUTION OF SPACE.** If, by reason of fire, wind, storm, or any other cause or condition beyond the control of ***GEM FAIRE®, INC.***, the exhibition complex selection by ***GEM FAIRE®, INC.*** becomes unavailable, Exhibitor hereby authorizes ***GEM FAIRE®, INC.*** to assign Exhibitor, in lieu of the space requested herein, such space, regardless of size or location, in such other building as ***GEM FAIRE®, INC.*** 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 the contract, and ***GEM FAIRE®, INC.*** 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.** All fees must be paid in full forty-five (45) days 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 ***GEM FAIRE®, INC.***, at its election, to terminate this contract and retain all fees previously paid to ***GEM FAIRE®, INC.***
   B. Exhibitor further understands this performance contract is NON-cancellable and NON-refundable within 99 days of Gem Faire opening date. If Exhibitor cancels from 100 days out, with written notice, a standard cancellation fee of $100 will prevail. (An exhibitor space is not cancelled until written notice accompanied by fees are received by ***GEM FAIRE®, INC.***) ***GEM FAIRE®, INC.*** shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation or refund to Exhibitor.
   C. ***GEM FAIRE®, INC.*** 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, activity, or noise, which in ***GEM FAIRE®, INC.***'s sole discretion, is not suitable or in keeping with the show's purpose and character whether or not the issue causing ***GEM FAIRE®, INC.***'s corrective response is specifically covered in this contract or in the Rules and Regulations for Exhibitors attached hereto as Exhibit A and incorporated herein (the "Rules"). ***GEM FAIRE®, INC.***'s right as set forth in the preceding paragraph (5B) include without limitation the cancellation of this lease, the closing of Exhibitor's exhibit of display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that ***GEM FAIRE®, INC.*** shall have no liability whatsoever to Exhibitor.
6. **RULES AND REGULATIONS FOR EXHIBITORS.** The Exhibitor shall abide by the Rules together with any amendments thereto adopted by ***GEM FAIRE®, INC.*** from time to time and of which Exhibitor will receive notice. Exhibitor shall offer for sale and 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 ***GEM FAIRE®, INC.*** Under unusual circumstances, and at its own discretion, ***GEM FAIRE®, INC.*** may also make specific exceptions to, or changes in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. ***GEM FAIRE®, INC.*** shall have final authority to establish penalties in the event of violations. Exhibitor shall warrant to purchasers that all goods sold are as represented with respect to the metal content, stones, and other materials, and with respect to workmanship; and Exhibitor shall refund, within 30 days, 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 within the period of the Show. Exhibitor shall hold ***GEM FAIRE®, INC.*** 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. Violations of the terms 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 ***GEM FAIRE®, INC.*** Exhibitor contract for shows is non-transferable. 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 cancelled by ***GEM FAIRE®, INC.***, 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, ***GEM FAIRE®, INC.*** shall determine and refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fee which remains after deducting expenses incurred by ***GEM FAIRE®, INC.*** and reasonable compensation to ***GEM FAIRE®, INC.***, but in no case shall the amount of the refund to Exhibitor exceed the exhibit fee paid. Neither ***GEM FAIRE®, INC.*** nor any of its owners, officers, agents, 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, result from theft, water, fire, or accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect, and hold ***GEM FAIRE®, INC.*** and its owners, officers, agents, employees, and other representatives or advisors harmless against any and all claims, demand, suits, liability, damages, loss, costs, attorney fees and expense 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, invitees, or other representatives. All legal proceedings shall be conducted only within the City of Portland, County of Multnomah in the State of Oregon, United States of America.
9. **CONDUCT.** No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the Exhibitor of any printed matter, samples or other articles shall be done only within the confines of the Exhibitor's booth. Exhibitor shall not have or operate any display or exhibit, which in the sole discretion of ***GEM FAIRE®, INC.*** is the source of objectionable noises or odors or has decorations or other aspects which are considered by ***GEM FAIRE®, INC.*** to be objectionable, including signs, lights, and the costuming of exhibit personnel. Cameras and picture taking by other than the official show photographers or videographers is expressly prohibited.
10. **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 raffle or similar activity. It is further agreed that the Exhibitor will abide by and comply rules and regulations concerning local unions having jurisdiction in the property wherein the show is held or with authorized contractors employed by ***GEM FAIRE®, INC.***
11. **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 ***GEM FAIRE®, INC.*** and the Exhibitor other than those contained in this contract. Exhibitor also acknowledges that ***GEM FAIRE®, INC.*** shall not be bound by any rules, regulations, interpretations, or practices of any of ***GEM FAIRE®, INC.***'s predecessors that operated this Show.
12. **CONTRACT ADDITIONS.**
   A. Exhibitor by signing this contract is guaranteeing to ***GEM FAIRE®, INC.***, et al, Exhibitor has a minimum USD$1,000,000.00 liability insurance policy in effect, naming ***GEM FAIRE®, INC.*** as additional insured. Exhibitor agrees to submit a copy to ***GEM FAIRE®, INC.*** or its agent(s) upon immediate request.
   B. Exhibitor agrees not to LEASE, RENT, LOAN any type of display or show equipment on show premises or adjacent properties owned by convention center or hall that ***GEM FAIRE®, INC.*** has contracted or leased. This applies to all cartage services, electrical, display showcases, any type of tangible or intangible property ***GEM FAIRE®, INC.*** feels in its own opinion is in violation of this, and ***GEM FAIRE®, INC.***'s decision is final. Any breach of this contract or subtitle will result in the payment of $500 and/or removal from the exhibition hall and premises. Exhibitor understands this contract entitles Exhibitor only to this direct sale or related gems, jewelry, gift items and is not a lease/rental contract of goods and services. ***GEM FAIRE®, INC.*** retains all rights for leasing, renting, loaning, and cartage services.
   C. Exhibitor agrees to pay ***GEM FAIRE®, INC.*** $45 service fee on all checks that are returned "NSF." If Exhibitor has a Floating Deposit, the Floating Deposit will be cancelled with balance refunded, if any, or must pay the difference. In the event that check/account is turned over for collection to any agency, Exhibitor agrees to pay agency's collection fees, attorney fees, and all related costs leaving ***GEM FAIRE®, INC.*** a net balance of the original amount plus 0.83% per month (10% annually) interest on original amount. Exhibitor agrees to reimburse ***GEM FAIRE®, INC.***'s representative a minimum of $250 per day for travel expenses and related costs to the collection of uncollected checks of any amount. ***GEM FAIRE®, INC.***
   D. Exhibitor agrees to pay for a corner booth when assigned a corner even though not ordered at time of contracting space**.** The additional cost of $100.00 will be collected prior to setup for corner**.**
13. **WORKER'S COMPENSATION INSURANCE.**
   Worker's Compensation insurance is mandatory with this contract to cover all employees, helpers, aides, assistants, outside contractors, salespeople/reps who occupy your booth or any premises of ***GEM FAIRE®, INC.,*** doing business directly or indirectly. ***GEM FAIRE®, INC.*** and leased facility will require copies of your insurance policy, insurance agent, insurance company, and policy number upon demand.
14. By signing this contract on reverse side, exhibitor acknowledges and agrees:
   A. that a $100 LATE ASSESSMENT will be paid by exhibitor for failure to first go to Check-In Table at this Gem Faire, to make all final payments that may be due on outstanding balances, and to receive badges & exhibitor information.
   B. there is an automatic minimum $100 (or more) Administrative Fee that will be assessed immediately upon receipt and acceptance of this contract, in the event of cancellation, transfer or any change to booth size, equipment change, etc. Deposits will not be transferred to another contract, but are forfeited with the cancellation of this contract.

EXHIBITOR: By signing this contract, I hereby certify that I hold this state's proper seller's permit or I will register with the **State Board of Equalization** to obtain a Temporary Seller's Permit. (See Exhibit Space Contract for address/phone number.) This excludes the State of Oregon.

GEM FAIRE®, INC. has an official decorator for all of ***GEM FAIRE®, INC.*** shows. All showcases, pegboards, poles, and electrical supplies must be ordered through the ***GEM FAIRE®, INC.*** office. Payment for these services and rentals must be made to ***GEM FAIRE®, INC.*** prior to show setup.