

AGTA GemFair™ Tucson April 13-18, 2021
Tuesday, April 13, through Saturday, April 18 - 10:00am - 6:00pm
Sunday, April 18 - 10:00am – 4:00pm
Grand Ballroom - opens at 9:30 daily closes at same time

Non-exclusive Exhibitor License

This is the first page of a four-page license agreement between The American Gem Trade Association, Inc. ("AGTA"), hereinafter referred to as "Licensor" and the exhibitor designated below and hereinafter referred to as "Licensee". This license binds the parties hereto for the dates, show, fees, and payment deadlines as set forth on this page and further binds the parties to comply with all show rules and regulations.

Licensee information:

Sabbath observers - please check if appropriate:

My booth will be closed for Sabbath

Booth:

BE ADVISED: All persons assisting in Licensee's booth must be employee(s) of the Licensee and must lawfully be entitled to work or conduct business in the United States or Canada. Manufacturer's Representatives may staff an exhibiting company's booth. The Exhibitor manual will state all the equipment that is provided with your booth package.

Show Display Rules:

- Exhibitors who exhibit in the GemHall or Pavilions must be members of AGTA in good standing, they are current in payments and have signed the annual form that they will adhere to AGTA's Code of Ethics.
- The height restriction for all booths is eight (8') feet on the back wall and eight feet on the sidewalls between companies. Exhibit fixtures placed at back of the booth may consist of components and identification signs up to an eight-foot height.
- All showcases and tables must have a Plexi Shields that can be rented with your showcases and/or tables.
- No display, display materials or booth equipment can extend into the aisle or into an adjacent booth.
- No lighting fixture or light rays may extend or shine beyond the size of the booth.
- Exhibitors may elect not to use the light-bar, lights and power strip provided in their booth package by checking the box on the electrical form. A credit of \$88.00 will be made to their AGTA account.
- Products displayed must be in compliance with the guidelines of your Membership and area of exhibition.
- Firm Members: Display a minimum of 50% loose natural colored gemstones and/or cultured pearls based on the volume of display space.
- Affiliate Designers, Manufacturers and Estate: A minimum of 80% fine natural colored gemstone jewelry other than diamonds, max of 20% loose gemstones or cultured pearls. Licensor has option to include limited number of exhibitor exceptions.
- Affiliate Colored Diamond Dealers: A minimum of 80% colored diamond jewelry or loose colored diamonds based on volume of display space.
- The AGTA staff will review product percentages on site.
- Affiliate Tools & Equipment Pavilion: Industry related tools, equipment, supplies and services; no loose gemstones or cultured pearls.
- Galleria limited to trade press, associations, and industry services.

Please initial here that you acknowledge and understand the Show Display Rules

Booth Assignments:

- Booth assignments will be accepted until we reach capacity but no later than February 15, 2021*.
- Booth assignments will be done on a first come first serve basis, per area of the show, to companies who have paid their 50% deposit and signed license agreement to shows@agta.org until we reach capacity but no later than February 15, 2021.
- Exhibitors will be assigned their same booth they had prior to the February 2021 cancellation.
- Booth assignments are not confirmed until you receive a confirmation email.
- If for any reason AGTA is not able to produce the show exhibitors will forfeit up to 20% of their total booth fees.
- The 20% forfeit is in affect as soon as you decide to exhibit and pay your first 50% deposit.
- There is no 'Leave of Absence.' If an exhibitor cancels, all payments are forfeited, and the booth is available for reassignment to another member. The exhibitor may send a letter of appeal to the Board of Directors.

*Capacity: GemHall = 598, Grand Ballroom = 134, Galleria = 102

Please initial here that you acknowledge and understand the Booth Assignments

LICENSEE PERSONNEL: Company representatives in Licensee's booth:

- Booth personnel must be lawfully entitled to work or conduct business in that capacity in the United States, and Canada.
- Bona fide Co-Exhibiting Company is subject to his own GemFair Licensing Agreement
- The company's member of record may be a principle of another company.
- Manufacturer's Representatives may staff the exhibiting company's booth that they represent.
- In order to obtain staff badges for company representatives, the Licensor may request the Licensee to submit documentary proof to establish that any such assistants meet these criteria.
- Due to limited capacity each booth is allowed 2 personnel at a time. Example. 10x10 = 2, 10x15 = 3, 10x20 = 4.

Please initial here that you acknowledge and understand the Licensee Personnel

Licensor reserves the right to cancel and void this license and re-assign any booth space in the event that complete payment is not made in a timely manner. Licensor reserves the right to assign, at its discretion, other exhibit space of equivalent size and cost. All booth deposits and payments are non-refundable. Upon acceptance by AGTA, this licensing agreement is not transferable.

This license includes by reference all the terms and conditions of the AGTA Show Rules and Regulations. Show rules are subject to change at the sole discretion of Licensor. **Please read all pages of this license carefully before signing. All licensees' booth staff are expected to comply with the rules and regulations.**

Upon acceptance of this license by Licensor, the parties hereto agree to the following Policies and Regulations:

GEMFAIR EXHIBITORS: Only AGTA Member companies in good standing whose financial obligations are fully paid and current may participate as exhibitors in the AGTA GemFair™ Tucson. Exhibit licenses shall be issued to a single firm. Each Licensee must have a representative of the Licensee in the licensed booth at all times during the show and must additionally have merchandise on exhibit in the booth for the entire length of the show. Any exception to this rule must be requested in writing and written approval must be obtained from the Licensor. The signed and dated first page of this AGTA GemFair™ Tucson Licensing Agreement must be on file in the AGTA office. Licensee must be a 'Member in Good Standing' that includes fees and dues must be paid and the annual signed commitment to the AGTA Code of Ethics is on file in the Dallas office, to receive staff badges and exhibit.

BOOTH LOCATION: Licensor will designate Licensee's booth location in accordance with its established policies. A Booth Change List for a change of location is maintained in the Dallas office of the Licensor. All Licensees who desire a different location in the GemFair must submit their request to the Licensor's office on company letterhead. The offer to relocate is made if the exhibitor is current in payments owed to AGTA and the exhibitor's request can be fulfilled.

NO ASSIGNMENT: This license is personal to the Licensee, and Licensee may not assign this license or any right hereunder nor give any security interest herein or in any rights hereunder nor may this license be assigned by operation of law. Any attempted assignment of this license or rights hereunder by Licensee or by operation of law or the giving of any security interest herein shall at Licensor's option constitute a breach of this license and shall void this license with deposit and payments being liquidated damages.

EXHIBIT BOOTH: Booth dimensions and decorations may vary slightly according to exhibit location, so that complete uniformity in the booth display package may not always be possible. The identification sign and/or company name displayed of each Licensee will be in the name as the company is listed as a member of AGTA. All other signage, including invoices, memos, and business cards must also be in the company name listed in AGTA membership. Each booth will be set as per the design of the pavilion where the booth is located.

OCCUPANCY OF BOOTH: Licensee will have at least one authorized representative present with merchandise displayed in the assigned booth during all hours the show is open. Licensor may grant exceptions upon application in writing. (Sabbath Observers may exempt themselves from this ruling on Saturday, April 17, 2021, by checking the appropriate box on page 1 of this license.) Booth areas are to be kept in appropriate professional order at all times. Subject to the discretion of the Show Committee, Show Security will escort anyone displaying disruptive behavior from GemFair.

BOOTH SHARING: Booth sharing is not allowed. Booth staff may only represent the company who is licensed to exhibit.

CO-EXHIBITING: AGTA Members may Co-exhibit with the same type of AGTA member, if both companies have sent a written request to the AGTA office, and the co-exhibiting fee of **30% of the cost of the booth, has been paid**. Both companies will be bound to their Licensing Agreement. The Co-exhibiting Company does not have the privilege of exhibiting in the booth without the original host company until it has co-exhibited with the host company for five consecutive years. Only one booth package is provided per location.

EARLY CLOSING: Any Licensee closing or not displaying product until the posted show closing hours is subject to a minimum fine of \$1500 and/or loss of exhibitor privileges. All exhibits must remain intact until the pavilion is officially closed. Not merchandizing display consistently, tearing down booth displays or the exhibit prior to the official closing constitutes an early closing subject to a fine and/or loss of exhibit privileges.

PERSONNEL STATEMENT: The member of record for each Exhibiting Company must have a signed Personnel Statement on file in the AGTA office to be able to receive staff badges and exhibit. Staff badge criteria is on the first page of this agreement. **Due to limited capacity each booth is allowed 2 personnel at a time. Example. 10x10 = 2 people, 10x15 = 3 people, 10x20 = 4 people.**

VIOLATIONS: If Licensee violates any show rules or regulations, whether stated in this license or show rules, Licensor may immediately terminate this license and Licensee's rights to exhibit in the AGTA GemFair™ Tucson and any future AGTA shows.

DISCLOSURE OF GEMSTONE TREATMENTS AND ENHANCEMENTS: All Licensees must comply with the FTC Guides on disclosure of Gemstone treatments and enhancements in a continuation of the policy instituted for the 1989 show. All Licensees must comply with the coding system in the Gemstone Enhancement Manual on all invoices and memoranda written at the AGTA GemFair™ Tucson. AGTA will supply all Licensees with copies of this Manual upon request.

COMPLIANCE with TUCSON CONVENTION CENTER (TCC) and CITY OF TUCSON REGULATIONS: Licensee will comply with all of the rules and regulations of the Tucson Convention Center and the City of Tucson. **The Tucson Convention Center is a non-smoking facility.** Open flames are not permitted. No exhibitor may hang or attach anything to the walls of the TCC.

INSTALLATION AND DISMANTLING: Licensee will be responsible for the installation and dismantling of its merchandise, equipment and supplies in the booth space provided. Installation and dismantling shall be done only during the hours scheduled for these activities. Licensor, without incurring any liability for damage or loss, reserves the right to complete any such installation or dismantling if not otherwise properly completed by Licensee. Such work shall be at the sole expense of Licensee. Licensor shall have the right and authority to pack, store, ship, designate carriers or send to public or private storage any such materials not completed by Licensee and will incur no liability for loss or damage to merchandise or property of Licensee. All costs shall be at the expense of Licensee

AUTHORIZED CONTRACTORS: Licensee will use those contractors or services approved by the appointed Show Contractor. Third party forms and proof of insurance must be sent to the Show Contractor for approval before work begins.

CUSTOM EXHIBITS: Licensee may use custom exhibits in the AGTA Gem Fair™ Tucson, **however, Licensor must approve plans and specifications for custom displays or equipment in writing along with diagrams or pictures of the custom exhibit.** All booths must be in keeping with the environment of the pavilion and or show and meet City codes. In order to protect the interests of all Licensees, it is the sole discretion of the Licensor to reject booth plans that are deemed inappropriate.

LABOR: Licensee, in reference with its exhibit will use only the services of employees who are approved by the Union having jurisdiction over the particular craft being used at the Tucson Convention Center. Third party contractor forms must be provided to the designated show contractor.

DRAFT: License Agreement

SPECIAL SERVICES: Licensor's Contractors will provide at the request of Licensee all reasonable services (i.e. electrician, movers, laborers, telephones, furniture, showcases etc.) and labor not otherwise included in the display package, at prevailing costs plus a reasonable charge for administration, which shall be paid by Licensee on receipt of invoice. Questioned invoices should immediately be brought to the show contractors' attention while at show site.

CLEANLINESS: Licensor will be responsible for cleaning the show areas, other than booth interiors, after exhibition hours. The Licensee will be responsible for cleanliness within booth space and will not deposit trash or refuse in anything other than receptacles provided. All exhibits must be cleaned and in presentable condition prior to the opening of the exhibition each day. Vacuums are available, without charge, they may be signed out from security in the vault.

PUBLIC AREAS: Licensee's display will be confined to the interior of the assigned booth space. Aisles, passageways and overhead space are common and public areas and may not be used for signs, displays, chairs, tables, banners, floor coverings, advertisements or any other type of promotional material, unless it is a promotional opportunity offered by the Licensor. Exhibitors may not solicit Buyers in aisles.

FIRE AND OTHER STANDARDS: Licensee will comply with all local fire codes and standards. No open flames are allowed. Any display material or booth decorations supplied by Licensee must be flameproof and no hangings shall touch the floor. All electric wiring and devices shall be UL listed and conform to the National Electrical Code Safety Rules and other City Codes. Any material used not in compliance with these standards must immediately be removed upon inspection. Failure to comply with these standards may result in the termination by Licensor of this license and Licensee's rights to exhibit in the AGTA GemFair™ Tucson and any future AGTA shows.

PRESENTATIONS: Licensor must approve all promotions or marketing programs conducted by individual exhibitors prior to the opening of the Show. The Licensee shall not conduct activity of any kind that leads to congestion of aisle traffic. Unapproved activities may result in termination by Licensor of this license and Licensee's rights to exhibit in the AGTA GemFair™ Tucson and any future AGTA shows. Licensees and their representatives shall not congregate or solicit trade in the doorways or aisles. Licensee shall not use music from any source that requires permission from the copyright owner unless they have obtained a license to perform such music, paid any fees required and provided the Licensor a copy of the fully executed license agreement, in advance of exhibiting. No exhibitor balloons (helium or air) are allowed on the show floor. No Licensee may distribute literature, promotional materials, business cards, or any other items to other Licensees' booths. **These items may ONLY be distributed from within a Licensee's booth.**

PHOTOGRAPHS/FILMING: No photographs or filming may be taken on the show floor, without written authorization of the Licensor. The Licensee agrees that the Licensor may take photographs of the Licensee's booth space, exhibit and Licensee's personnel during, before or after the open hours of the Show, for any promotional use by the Licensor.

EXHIBITOR LISTING: Each Licensee shall be identified by firm name and booth location in the official AGTA GemFair™ Tucson Show Directory or addendum if Licensee supplies information by the deadline date. Licensor will take every possible precaution to ensure the accuracy of these listings, but will not be responsible for any omissions or errors or any inadvertent failure to list a Licensee.

RISK OF LOSS AND INSURANCE: Licensee accepts all responsibility for risk of loss to its merchandise brought to the Show. AGTA, the Tucson Convention Center, the Tucson Gem & Mineral Society or any of their Officers, Producers, Employees or Agents shall not be responsible for any loss, theft, damage by fire or other casualty to any person, material or merchandise. Licensor will provide 24-hour security but does not guarantee against loss. Licensee, at its option and cost, may provide insurance against any damage, loss or liability.

DAMAGES: Licensee accepts responsibility for the booth space assigned and all booth equipment and decorations. Licensee will be solely responsible for any damage to the booth or booth equipment and to any floors, walls or other public areas of the Convention Center. No signs, pictures, display, shelves or any other item may be attached or mounted on any Convention Center door, wall or window. Licensee agrees to indemnify and hold harmless AGTA, the City of Tucson, The Tucson Convention Center, or the Tucson Gem & Mineral Society from all claims for damages, including, without limitation, attorneys' fees and expenses.

PRESERVATION OF RIGHTS: Licensor, in its sole discretion, reserves the right to close, correct, move, remove or eliminate any exhibit, portion of an exhibit, card, sign, display, catalog or any other item which in the opinion of Licensor is not suitable for or in keeping with the purpose and character of the Show. Licensor reserves the right, in its sole discretion, to remove or cause to be removed any person whose actions or conduct is disruptive to the Show or not in keeping with the purposes and character of the Show. These rights include the right to terminate this license and **Licensee's rights to exhibit in the AGTA GemFair™ Tucson and remove Licensee's exhibit, with no refund of moneys to the Licensee.**

CANCELATION OF SHOW: Should Licensor, at any time prior to the opening of the Show, be required to cancel the Show due to destruction or damage to the exhibit space, due to incomplete construction or unavailability of space for any reason whatsoever, or due to strike, civil insurrection, fire, flood, wind, abnormal weather, Pima County Health Department, or any other Act of God, or there be declared a national emergency or other governmental act that interferes with the conduct of the Show, or for any other reason whatsoever, then and in that event, Licensor shall be free of any and all liability to the Licensee arising out of such cancellation.

ALTERNATE LOCATION: Licensor reserves the right to change the dates and location of the Show and shall give Licensee notice of such changes as soon as they are known. All other terms of this license shall remain in full force and effect notwithstanding such change.

CANCELATION POLICY: If a Licensee cancels their participation in the show, all deposits are forfeited. **If the booth cannot be reassigned, the Licensee is responsible for the cost of the booth in full.**

Please initial here that you acknowledge and understand the Policies and Regulations.

PAYMENT POLICY: Send booth payments on or before the following dates,

- 50% of the total booth cost is due by February 15, 2021, this secures your booth in the 2021 GemFair.
- The balance (50%) of the total booth cost is due March 15, 2021.

All payments must be made in US currency; **All credit card transactions will incur a 3% convenience fee.** We accept Master Card, Visa, Discover and American Express. All deposits are non-refundable.

Please initial here that you acknowledge and understand the Payment Policy.

**2021 AGTA GemFair Tucson
Safety Protocols & Procedures**

Based on our discussions with the City of Tucson, the Pima County Health Department (PCHD) and the Tucson Convention Center (TCC), here are some of the current Safety Protocols, Procedures and PPE requirements that will be implemented at the 2021 AGTA GemFair™ Tucson.

The requirements below are as of today and are subject to change at any time, based on current conditions and guidance from the PCHD, CDC, City of Tucson and the State of Arizona.

Stay home if you are sick or part of a vulnerable population (individuals age 65 and older, individuals who are immunocompromised, and individuals of all ages with serious underlying medical conditions).

Safety Protocols & Procedures:

- Temperature checks will be performed daily, prior to entrance into the Convention Center. Anyone registering at 100.4 or above will be escorted to a cooling off room and their temperature will be rechecked. If it is still 100.4 or above, you will need to leave the convention center.
- A Health Questionnaire consisting of 8 questions will be asked of everyone prior to entry.
- Masks are required to be worn by everyone. Except when eating or drinking.
- 6 ft. social distancing between individuals with visual and auditory reminders.
- One-way aisles with directional signage in the exhibit areas.
- 8 ft. pipe and drape will be installed between each exhibitor booth.
- Increased daily and nightly enhanced cleaning procedures of the entire facility.
- All seating areas will be rearranged for social distancing.
- Food concession stands and food trucks will not have self-serve items.
- TCC has installed touchless water bottle fill stations, bring your own water bottle. Water will be available for purchase. Water fountains will be disabled.
- Capacity limits will be in place and will affect the number of people allowed into the Convention Center. This will cause a delay for exhibitors and/or buyers entering the facility.
- There will be a limited number of entry and exit locations, each being one way only and remaining open for contactless entry and exit. Maps will be available prior to the show.
- Signage will be posted throughout the Convention Center (inside & out) to promote social distancing, health and safety reminders and terms and conditions of entry. Signage will also be posted to identify entrances, exits and traffic flow.
- Credit Card sales only are recommended by the TCC, along with contactless payment methods for all exhibitors as the preferred method for conducting transactions.
- Travelers arriving from any "Hot Spot" (high risk) areas, as determined by the CDC at the time of arrival in Tucson, may have to quarantine. Time period to be determined. A quarantine could also be required when returning home, depending on your State or Countries current requirements.

Please initial here that you acknowledge and understand the Safety Protocols & Procedures

PPE Requirements:

- Masks to be worn at all times. Masks will be provided if you do not have one.
- Gloves are to be worn at all times. Gloves will be provided for product handling at each booth.
- Hand sanitizer stations will be located at each entrance and exit of the Convention Center and Exhibit Halls. As well as located in multiple locations in each exhibit hall and throughout the TCC.
- Individual hand sanitizer bottles will be available for attendees.
- Each booth will have a bottle of hand sanitizer.
- Plexi Shields (24" wide x 32" tall) will be located on every exhibitor showcase, table, as well plexi shields located at registration and guest services.

Please initial here that you acknowledge and understand the PPE Requirements

NATURE OF LICENSE: or otherwise. The parties hereto agree that Licensee has no interest whatsoever in the real property, buildings, other improvements and personal property of the TUCSON CONVENTION CENTER. Notwithstanding Licensor's designation of the location of Licensee's booth, Licensee acknowledges that it has no right to exclusive use or possession of any specific area or space within the TUCSON CONVENTION CENTER. Licensee's right of access to the TUCSON CONVENTION CENTER shall be limited to It is expressly intended by the parties hereto that this is a non-exclusive, one-time revocable license and that this license shall not be deemed, construed or held to be a lease, sublease or rental agreement. The relationship of Licensor and Licensee is intended to be that of Licensor-Licensee and not that of landlord-tenant, principal-agent, joint ventures, and partners the hours of operation of the AGTA GemFair™ Tucson. These rules are subject to change and/or amendment at the sole discretion of Licensor. Licensee agrees to abide by any additional regulations imposed by the Licensor.

Signature of Licensee: _____ Date: _____

Print or type name of signatory: _____

Accepted by Licensor: _____ Date: _____
Kimberly Petersen, AGTA Trade Show Manager