



WGJS, LLC dba

MALICJEWELS JEWELRY & GIFT SHOWSM

270 E. Hunt Highway, Suite 16 ~ #323, San Tan Valley, AZ 85143

(480) 458-7600 Phone ~ (480) 677-8709 Fax

exhibitor@MalicJewels.com

www.MalicJewels.com



SANTA CLARA, CA ~ March 5 - 7, 2010 SANTA CLARA CONVENTION CENTER

[Exhibit Hall D]

5001 Great America Parkway, Santa Clara, CA 95054

10' Booth [~~\$688.00~~ ^{\$300.00}]

14' Booth [~~\$838.00~~ ^{\$400.00}]

20' Booth [~~\$988.00~~ ^{\$500.00}]

JEWELRY SECTION
 GIFT SECTION

EXHIBITOR INFO [PLEASE PRINT CLEARLY]

Complete Business Name

Business Street Address

City/State/Zip

Email Address

Phone/Fax/Cell

Signature

Print Name and Business Title

Federal Tax ID

California Business License Number

Product 1

Product 2

Product 3

Exhibitor hereby applies for the rental of a booth(s) in jewelry and gift shows produced by WGJS, LLC, an Arizona limited liability company doing business as **MalicJewels Jewelry & Gift ShowSM** (hereinafter referred to as "**MalicJewels**"). By signing this application you (Exhibitor) agree that if your application is accepted by **MalicJewels**, that you will abide by all terms, conditions, rules and regulations governing said shows which are established from time to time by **MalicJewels** and set forth in writing and/or on its website www.MalicJewels.com. Exhibitor acknowledges that the terms and conditions and rules and regulations established by **MalicJewels** regardless of whether they are attached to this application or set forth in separate writings or referenced as available for review on our company website, are incorporated into this application and become part of the express contractual terms between Exhibitor and **MalicJewels** upon acceptance of this application.

Show Hours: Friday from 12PM – 6PM; Saturday from 10AM – 6PM; and Sunday from 11AM – 5PM.

Exhibitor Move-In: Thursday from 3PM – 8PM; Friday from 8AM – 12PM.

Exhibitor Move-Out: Sunday from 5PM – 8PM.

Application accepted by **MalicJewels** this ___ day of _____, 20__ for this show and booth size indicated by the initials of **MalicJewels** on the attached booth and price schedule.

WGJS, LLC, an Arizona Limited Liability Co.

By _____,
Manager/Member

FOR OFFICE USE ONLY:

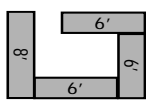
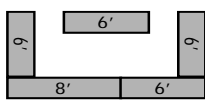
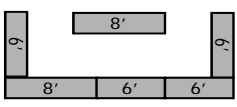
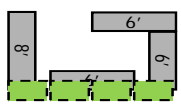
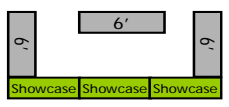
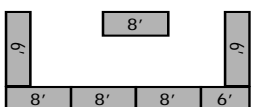
- Approved ___ Booth
- Upgrade Request
- Downgrade Request
- No Rollover Deposit
- Waitlist

____ Staff Initials

EXTRA EQUIPMENT:

- | | |
|---------------------------------|--|
| ___ 6' Table [\$20/Ea] | ___ 8' Table [\$20/Ea] |
| ___ Upright [\$5/Ea] | ___ Base [\$5/Ea] ___ Crossbar [\$5/Ea] |
| ___ Halfview Showcase [\$75/Ea] | ___ Fullview Showcase [\$75/Ea] |
| ___ Pegboard [\$40/Ea] | ___ Extra Electric [\$50/Ea] |

STANDARD BOOTH LAYOUTS

<p style="text-align: center;">10' x 8' Booth</p> <p>3 - 6' Tables; 1 - 8' Table 2 - Chairs 500 Watts Electric Back Drape/Table Cover 1 - Location Sign</p> 	<p style="text-align: center;">14' x 8' Booth</p> <p>4 - 6' Tables; 1 - 8' Table 2 - Chairs 750 Watts Electric Back Drape/Table Cover 1 - Location Sign</p> 	<p style="text-align: center;">20' x 8' Booth</p> <p>4 - 6' Tables; 2 - 8' Tables 2 - Chairs 1000 Watts Electric Back Drape/Table Cover 1 - Location Sign</p> 
<p style="text-align: center;">11' x 8' Booth</p> <p>3 - 6' Tables; 1 - 8' Table 2 - Chairs 500 Watts Electric Back Drape/Table Cover 1 - Location Sign</p>  <p style="text-align: center;"><i>Exhibitor utilizes 4 table-top showcases</i></p>	<p style="text-align: center;">15' x 8' Booth</p> <p>3 - 6' Tables* 2 - Chairs 750 Watts Electric Back Drape/Table Cover 1 - Location Sign</p>  <p style="text-align: center;"><i>*Exhibitor must RENT 3 floor showcases</i></p>	<p style="text-align: center;">30' x 8' Booth</p> <p>3 - 6' Tables; 4 - 8' Tables 2 - Chairs 1500 Watts Electric Back Drape/Table Cover 1 - Location Sign</p> 

TERMS & CONDITIONS

Please read the following Terms & Conditions completely [version 10.20.09]

1. **Offer and Acceptance:** This application when executed by the Exhibitor and delivered to **MalicJewels** with all applicable fees constitutes an irrevocable offer to **MalicJewels**. This application will constitute a valid and binding agreement along with all terms and conditions and rules and regulations posted on the **MalicJewels** website or provided in writing only at such time as the application has been accepted by the signature of **MalicJewels** and initialed for each approved show. **MalicJewels** reserves the right to approve or disapprove any contract application for any reason. Exhibitor is only approved for those shows for which an Exhibitor receives a fully executed contract; signed and counter-signed by **MalicJewels**.
2. **Booth Rental:** Exhibitors acknowledge that not all event halls allow for the same size or configuration of booths. The location of an exhibitor's booth may change based on room layout and space constraints. Exhibitors will be provided with the size of booth requested and will utilize only that size space. Spaces will be pre-marked by **MalicJewels**. Exhibitors may not modify or alter the pre-set spaces. Included in the booth rental are tables, 2 chairs, table draping, electricity and a location sign.
3. **Fees:** No application will be accepted without a deposit of 50% for each show for which a booth is requested. For those Exhibitors committing to more than one [1] show per season, Exhibitors may make one initial deposit of \$500 which will carry forward to the next show provided that Exhibitor is not in default of its agreements, with **MalicJewels**. Checks should be made payable to MalicJewels and sent to 270 E. Hunt Highway, Suite 16 ~ #323, San Tan Valley, AZ 85143. A fee of \$35 will be charged for all checks returned for insufficient funds or not accepted by our bank for deposit. All unpaid booth rental fees are due 30 days prior to the opening day of each show, unless Exhibitor has Revolving Deposit on file. Extra equipment rentals fees are due two weeks prior to show opening.
4. **Monetary Default:** Failure by the Exhibitor to make any payment when due shall constitute a breach of this agreement and entitle **MalicJewels**:
 - a. To terminate this contract and retain any and all deposits paid by the Exhibitor.
 - b. To sue Exhibitor for any balance remaining due or owing to **MalicJewels** and sue for any other damages or remedies, including consequential and incidental damages.
5. **Cancellation, Refunds:** Exhibitor may cancel its participation in a show by submitting a notice of cancellation in writing to **MalicJewels** 60 days prior to show opening without penalty. Cancellations made 30-59 days prior to opening of a show will be charged \$100 per booth. Cancellations 0-29 days prior to a show opening will be charged a fee of 50% per booth, per show. No shows may be subject for full payment; To be determined on a case-by-case basis.
6. **Subleasing, Assignment:** No assignment or subleasing is permitted. Exhibitor may not sublease, assign or allow another entity or person to use their booth for any purpose.
7. **Publication:** Exhibitor hereby authorizes **MalicJewels** to identify Exhibitor as an Exhibitor at **MalicJewels** shows in its advertising, promotions, website and other media. Exhibitor further authorizes **MalicJewels** to take photographs of its booth, products and personnel and authorizes **MalicJewels** use of any such photographs in its advertising and promotions in all mediums. Exhibitor releases all claims or rights relating to use of any such images or photographs by **MalicJewels**.
8. **Exhibitor Warranty to Customers:** Exhibitor will warrant to its customers at all shows that all goods sold are as represented with respect to metal content, weight, manufacture, and stone workmanship. All stones and metals must be identified and described in writing. Exhibitors shall disclose any synthetic stones and any treatments including, but not limited to, irradiation, laser drilling, yehuda diamond filling, dyeing, oiling, doublet, assembled, etc. Exhibitor shall not represent as authentic any goods that are fake, duplicate or counterfeit. If requested by a customer during the run of a show Exhibitor shall refund the full purchase price of any item offered for return which does not meet the above warranties. Exhibitor shall hold **MalicJewels** harmless in the event of any claim arising from misrepresented goods returned or offered for return at any time. Exhibitors shall bring all customer unresolved disputes to **MalicJewels** attention promptly for resolution.
9. **Liability:** **MalicJewels** is not responsible for any loss, damage or theft to Exhibitors goods or displays before, during or after any show. **MalicJewels** is not responsible for any loss or damage caused by equipment provided by or rented by **MalicJewels**.
10. **Indemnification:** Exhibitor agrees to indemnify and to hold **MalicJewels** harmless from any claims arising from Exhibitor's participation in any show, and from any claims for loss, theft, accident, fire, water damage, negligence or other cause, regardless of whose act or omission generates such claim or claims.
11. **Compliance with Laws:** Exhibitors shall comply with all ordinances, rules, regulations, policies, codes, statutes and laws of the local, municipal, city and state in which each show is held. In addition, Exhibitor shall comply with all applicable laws and regulations of the United States of America including without limitation laws relating to taxation and conduct of business operations.
12. **Cancellation by MalicJewels:** **MalicJewels** shall have the right to cancel a show due to war, strike, weather emergencies, national emergencies, terrorism or natural disaster. **MalicJewels** will attempt to reschedule the cancelled show. In the event **MalicJewels** cannot reschedule the show, it will refund to Exhibitor any deposit paid for the cancelled show, provided that **MalicJewels** receives a refund of its deposit and fees from the event hall.
13. **Rules and Regulations:** The rules and regulations promulgated and published by **MalicJewels** are hereby incorporated by this reference as if fully set forth here. A breach of the rules and regulations of **MalicJewels** may result in the immediate expulsion of an Exhibitor, termination of its participation in future shows and the retention, as a partial offset of its damages, any and all deposits or other amounts paid to **MalicJewels** for any shows.
14. **Attorney's fees, costs:** In the event of litigation or arbitration arising out of this application/agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs and expenses incurred in connection therewith.
15. **Governing Law and Place of Suit:** This agreement shall be governed by and construed in accordance with the laws of the state of Arizona. Exhibitor agrees that any litigation regarding this application or the conduct of any shows produced by **MalicJewels** shall be brought and maintained only in the state or federal courts located in Maricopa County Arizona.