

# RULES & REGULATIONS



**EXHIBITION RULES AND REGULATIONS.** Upon acceptance of the contract, the exhibiting company or entity as signatory to the exhibit contract (referred hereafter as 'Exhibitor') shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations, which may be established by SJTA (referred here after as 'Management.) All references to SJTA - Atlanta Jewelry Show® (referred here after as 'Show') shall be deemed to include the sponsors, the advisory board, Show management and any duly authorized representative, agent or employee of the forgoing. This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged.

1. **AMERICANS WITH DISABILITIES ACT (ADA).** Exhibitor represents and warrants that its exhibit and product(s)/service information shall comply with the ADA, its regulations and guidelines. Exhibitor shall indemnify, hold harmless, and defend Show Management from and against all claims and expenses (including attorney's fees) and costs, arising out of or related to Exhibitor's noncompliance with the ADA.
2. **BADGES.** The official Show BADGE issued by Management MUST BE WORN IN EXHIBIT AREAS AT ALL TIMES. Badges are NOT TRANSFERABLE. Allowing any unauthorized use of badges shall be a violation of Show Rule. Lost badges are subject to a replacement fee.
3. **BANNERS & CUSTOM EXHIBITS.** Banners may only be hung over the width of purchased exhibit space and to a maximum height of twenty (20') feet (from floor to top of banner) with a minimum clearance of ten (10') feet (from floor to bottom of banner); exhibitor banners are sponsorship opportunities and require advance approval from Show Management.
4. **BOOTH ASSIGNMENT.** Management shall assign to Exhibitor for the period of the Show the exhibit specified herein, or such other exhibit space of equivalent size and cost, that Management in its discretion may assign. Such assignment is made for the period of this Show only and does not imply that same or similar space will be held or offered for future shows. Management makes no representations or warranties regarding the number of persons who will attend the Show.
5. **BOOTH PRESENTATION.** Exhibitor shall design and maintain its exhibit in conformity with the general theme and tenor of the Show and shall keep said exhibit presentable at all times.
6. **BOOTH SIGNAGE.** In order to maintain the integrity of the show, the show does not permit the following: "Close-Out" Signage, Handwritten Signs, Banners that Include Prices or % discounts, Signs Attached by Pins/Taped to Drapery, Signage In Excess of 8' in height (unless pre-approved and attached to a custom booth structure). Failure to abide by this rule will result in a \$1,000 fine or permanent expulsion from the show.
7. **BOOTH STRUCTURES.** All booth arrangements shall conform in all respect to the dimensional and height requirements and all rules and regulations. Without prior Management approval, no exhibit construction, product, or sign, may exceed 8' in overall height. All designs for displays (except those involving only the use of tables, showcases and 8' pipe and drape) must be submitted to Management for approval prior to construction. Management's approval shall not relieve Exhibitor from its obligation to obtain all necessary permits to construction.
8. **BOOTH SUBLETTING.** Subletting or licensing of space by exhibitor, or use of the space by any company not listed herein and approved by Management is prohibited.
9. **BOOTH WIDTH.** Width of all spaces shown on the official floor plan is from center of side floor markings and depth is overall measurement from face of front marking to back of rear marking.
10. **CANCELLATION BY EXHIBITOR.** If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to Management by written notification. In such event, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by Management no later than 60 days prior to the opening date of the Show. This amount is considered to be liquidated and agreed upon damages for the injuries Management will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed-upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause Management to sustain damages. In this situation, Management's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed-upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of the cancellation shall be the date Management receives the notice sent by Exhibitor by written notification requested. If for any reason Exhibitor must cancel its participation, show management is not responsible for canceling hotel reservations, hotel no-show fees or any travel or lodging expenses.
11. **CHILDREN ON THE SHOW FLOOR.** No child 12 years of age or under will be permitted on the Show floor at any time unless they are registered and attend the AJS Kids Jewelry Camp. This rule applies to exhibitors as well as buyer attendees.
12. **DISPUTES.** Management and Exhibitor agree that any dispute arising out of this agreement shall be governed by the laws of the State of Georgia, and in any suit arising there from Exhibitor hereby agrees to submit to the jurisdiction of the courts of the State of Georgia, and that venue for any such suit shall lie in Cobb County, Georgia.
13. **EARLY BOOTH TEARDOWN.** All booths must remain intact and all merchandise must remain on display until the closing of the show at 4:00 p.m. on the last day of the show. Failure to abide by this rule will result in a \$1,000 fine or permanent expulsion.
14. **ELECTRICAL.** No wiring, installation of lighting or other electrical work shall be done except by the electrical contractor authorized by Management.
15. **ELIGIBLE ADMISSION.** Exhibitor agrees that during the Show he/she shall assist by determining which persons, when in any exhibit area, are legitimately eligible for admission to SJTA Shows; that he/she shall report to a security official or member of the SJTA Security Committee anyone whose exact status cannot be properly determined.
16. **EXHIBITOR ACTIVITIES.** Members, Exhibitors or attendees shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Show to a local showroom of hospitality suite or any non-Show exhibit area. Exhibitor may not participate in any way or promote any other jewelry trade show for the duration of the SJTA ATLANTA JEWELRY SHOW® covered by this contract.

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17. **EXHIBITOR APPOINTED CONTRACTORS.** ("EAC") Any exhibitor using an EAC agrees to notify Show Management of such appointment and agrees to indemnify and hold harmless Show Management, the Cobb Galleria, and their respective officers, directors, employees, agents, independent contractors and representatives, from any and all liability or losses for any act, complaint, damage or loss to any other exhibitor, the exhibit hall, the property of the contractor and any consequential damages arising out of any such act or loss from the time the EAC first arrives at the Cobb Galleria until the final move-out is complete. The Exhibitor further agrees that Show Management may prohibit the EAC from working in the Cobb Galleria if it does not fully comply with all applicable rules and regulations at the Show. Any exhibitor using an EAC agrees to advise its EAC of all rules and regulations.
18. **EXHIBITOR SALES COMPLIANCE.** Exhibitor represents and warrants to Management that all sales Exhibitor makes at the Show will be in compliance with all federal, state, and local laws and regulations, including all intellectual property laws. In the event of a breach of this warranty, Exhibitor will indemnify Management for all costs of claims resulting from failure to comply with these requirements, including reasonable attorney fees. Jewelry Industry Laws include specifically the Exhibitor's requirement to conform to the provisions of the National Gold and Silver Marketing Act 15USC294 et. seq. (The Stamp Act), as well as the Federal Trade Commission's guidelines for the jewelry industry 16CFR Part 23. All quality marked jewelry must carry the manufacturer's Registered Trademark.
19. **EXHIBITOR SERVICE MANUAL.** Management shall supply all exhibitors with an Exhibitors Service Manual containing rules and regulations covering the Show and Cobb Galleria Centre (the Show Building). Exhibitor agrees that these rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe soon as these additional regulations are communicated to Exhibitor.
20. **FAILURE TO EXHIBIT.** Contracting Member understands and agrees that failure to exhibit in the Show contracted for herein will preclude said Contracting Member's participation in the next succeeding show after the cancellation due date set forth in this agreement and will result in a loss of prior booth location and cancellation fees.
21. **FAILURE TO PERFORM.** Management shall be entitled to close an exhibit at any time for failure by any exhibitor of his assignee to perform, meet or observe any term or condition set forth herein, and such exhibitor shall not be entitled to any refund or any part of any fee.
22. **FIREARMS.** Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Exhibit Area with firearms. Exhibitor agrees to hold Management harmless from any claims resulting from the use of firearms owned or in the possession of Exhibitor or its personnel.
23. **FIRE SAFETY.** Exhibitor shall not use any flammable decorations or coverings, and all fabrics or other material used for decorations or coverings of tables or risers shall be flame proofed.
24. **FORCE MAJEURE.** In the event that because of war, fire, strike, government regulations, public catastrophe, act of God, public enemy, communicable disease, or any other cause beyond SJTA control, the Show or any part thereof is prevented from being held, cancelled by Management or by Cobb Galleria Centre, any received show fees above the 25% non-refundable deposit, will be applied as pre-payment to upcoming event or refunded. Show management is not responsible for any travel or lodging expenses incurred due to cancellation of the event.
25. **INSURANCE.** SJTA - ATLANTA JEWELRY SHOW® that each exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incidental to, arising out of, or in any way connected with Exhibitor's participation in the Show, in any amount of not less than one million dollars (\$1,000,000) for personal injury, death, or property damage in any one occurrence. If such insurance is obtained by Exhibitor, it must be issued by an insurance company acceptable to Management, and it should include coverage of the indemnification obligations of the exhibitor under these rules and regulations, and should name SJTA - ATLANTA JEWELRY SHOW® and Management as additional insured parties. 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 as to any claim against SJTA - ATLANTA JEWELRY SHOW® and Management.
26. **INDEMNIFICATION.** Exhibitor hereby agrees to indemnify, defend and protect Management, and its agents and employees, and the Cobb Galleria Centre harmless from, any and all claims, demands, suits, liability, damage, loss, costs, attorney fees and expenses of whatever kind or nature which arise out of any action or failure to act of the Exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage, loss of property, physical harm or injury, or contagion of any communicable disease to a person or persons.
27. **PAYMENT POLICIES.**
  - a) **FAILURE TO PAY BY DEADLINE.** In the event that an Exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, Management may reassign the exhibit space assigned and specified herein to another exhibitor and assign alternative space to Exhibitor. In the event that Exhibitor pays the exhibit fees after such reassignment, Management will assign such other space of comparable size, if then available, which Management, in its sole and exclusive discretion, deems appropriate. In all cases, Exhibitor remains liable for payment of all fees set forth in this contract, subject only to the applicable cancellation clause set forth herein. In the event Exhibitor violates any provision of this contract, or any document presented to Management shall have been determined to be false or misleading or in the event Management in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, Management shall have the right to cancel this agreement or to prohibit, close, correct, remove, or eliminate any of the terms and conditions herein is subject to being refused further participation in this Show or any other show managed by Management.
  - b) **FAILURE TO PAY IN FULL BY MOVE-IN.** Management reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Agreement if Exhibitor is in arrears of any payment due to Management. Management is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best for the interest of the Show, with or without receiving any consideration therefore, without releasing Exhibitor from any liability hereunder.
  - c) **NON-REFUNDABLE DEPOSIT.** A 25% non-refundable deposit must accompany the contract for exhibit space.

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28. **LOSS OR DAMAGE.** Management is not responsible for loss or damage to Exhibitor's property, and in the event Exhibitor desires to have goods, samples, and other property brought upon the exhibit premises insured against loss due to any cause, Exhibitor shall obtain such insurance at its own expense.
29. **MERCHANDISE ON DISPLAY.** Exhibitor shall display only merchandise listed above which is part of the product line of Exhibitor in its ongoing course of business. Products may not include any types of products that Management in its discretion deems offensive to Management or inconsistent with the best interest of the Show. Exhibitor shall display a representative line of merchandise in the exhibit space assigned to Exhibitor and must have adequate personnel in attendance in said exhibit space during the entire exhibition periods specified by Management. No sales exclusivity on type of merchandise is extended to any Exhibitor.
30. **MOVE-OUT.** All exhibits, samples and other merchandise must be removed from the COBB GALLERIA CENTRE, Atlanta, Ga by 10:00 AM **SUNDAY** following the close of each Show.
31. **OUTBOARDING & SUITCASING.** Outboarding is defined as the creation of a concurrent event that is not sanctioned by show management and that seeks to benefit from the audience that show management attracts. Suitcasing is defined as the act of soliciting business in the aisles during the show or in other public spaces, including another company's booth or a hotel lobby. Show Management considers Outboarding and Suitcasing to be unethical business conduct and neither will be condoned or tolerated. Any infringement of these rules may subject offending individual or company to loss or benefits or other sanctions available to Show Management.
32. **PHOTO RELEASE.** Exhibitor agrees that Management may take photographs of Exhibitor's booth space, exhibit and exhibit personnel during, before or after, the open hours of the Show, for any promotional use by Management. Management may use such photos, as it deems fit.
33. **PHOTOGRAPHY/VIDEOGRAPHY.** No photographs or video shall be taken without written authorization of Management.
34. **PROMOTIONAL SIGNAGE/MATERIALS.** No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished by Management. Distribution by Exhibitor of any printed matter, samples or other articles, shall be restricted to within the confines of Exhibitor's own exhibit booth.
35. **RULE & REGULATION REVISIONS.** Nothing in this provision, however, shall preclude Management from adopting additional rules and regulations, orally or in writing, as provided above.
36. **RELEASE OF LIABILITY.** Neither Management nor the Cobb Galleria, nor any other officers, agents, employees or other representatives, 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, or arising out of, the negligence of or misconduct by Management, its agents, or its employees, or any other persons present at the Show, or from the theft, fire, water, accident, or any other cause.
37. **SECURITY SERVICE.** Exhibitor understands and agrees that Management's security service is a presence to inhibit theft. Management, its agents and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who desire private guard or bailment services must hire them from Management's official security contractor, who will be solely responsible for goods so entrusted, at Exhibitor's expense.
38. **UNDESIRABLE ACTIVITIES.** If Management decides Exhibitor is engaged in activities or is displaying any items (products or services) contrary to the best interests of Show, or the best interest of optometry or this event, or which appear to be unethical or a breach of law, at Show Management's sole discretion. Show Management may, rearrange or remove such articles or cancel entirely any allocation of space, without liability for refund or abate the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. Infractions of the spirit of these terms, rules, and regulations by a current or potential Exhibitor may be considered whether or not to accept an application from such Exhibitor seeking to exhibit at any SJTA event. Only Exhibitors are permitted to display, solicit prospects, sell products/services, or participate in Show. Non-exhibiting company loaning or making available its product to another company who is exhibiting will not be allowed to list its name in official on-site publications or have signage or promotion of its products/services in paid exhibitor's booth.
39. **VENUE.** Conditioned upon the Cobb Galleria Centre placing the exhibit facility applied for herein at the disposal of SJTA, the Atlanta Jewelry Show is to be held at the Cobb Galleria Centre, Atlanta, GA. Exhibitor hereby agrees to abide by all agreements made between Cobb Galleria Centre and Management.