

SHOW DATES: January 28, 2012 to February 12, 2012

Mailing Address : 333 W. Drachman St . Tucson AZ 85705

Advance Information: (770) 696-5321

Fax: (520) 623-7803

e-mail: mineralfossilshow@yahoo.com

www.eimfs.com

DEALER INFORMATION:

This application is for securing a dealer Room or Non-Room selling space in the 2012 Executive Inn Mineral & Fossil Show (EIMFS)

Mailing Address:

Company Name:

Represented Country:

Agent:

Phone Number:

FAX Number:

Email Address:

Website Address:

Products Dealer Represents:

Space Requested:

Space Assigned:

SHOW FEE FOR DEALER TENT:

TOTAL FEES FOR OTHER SPACE:

- **The Show Fee is non-refundable**
- **Dealer occupying Room space or Non-Room Space:** 50% of the fee is required at the time of booking the space. This fee is non-refundable. Additional 25% of the fee (will be applied towards the total fee) must be paid by November 1, 2011. If second payment is not received by November 1, 2011, EIMFS may reassign your designated space(s) to other dealers and you will be reassigned to a different location with approximately the same square footage space.
- All dealers should confirm by FAX or Email their date of arrival. Also let us know of any requirements of tables or any special arrangements. Let us know if there are any specials requirements for securing, storing or moving their merchandise before or at their arrival.

I agree to comply with all of the rules and regulations stated in the EIMFS contract.
I authorize the EIMFS to bill my credit card for all contracted fees.

Signature: _____ Date: _____

Title: _____

Credit Card Number : _____ Expatriation Date : _____

Card Verification Number(Visa/MC) / Card Id Number(Amex): _____

Credit Card Billing Address : _____

EIMFS Accepted: _____

Date: _____

Thank You for Business!

EXECUTIVE INN MINERAL & FOSSIL SHOW

License Agreement Terms And Conditions

1. **License Agreement for Spaces** This 2012 Show Application and License agreement (the "Agreement") is by and between dealer listed on page 1 of this documents, dba Executive Inn Mineral and Fossil Show ("EIMFS") and the dealer or exhibitor executing this Agreement ("Dealer"). This Agreement is effective as of the date it is executed by Dealer. This license is for the one dealer only. If a second dealer desire to share the Licensed Space then he/she must pay additional registration fee of \$200.
2. **License:** EIMFS hereby grants the Dealer a non-exclusive, one time revocable license for display space at the 2012 Executive Inn Mineral and Fossil Show (the "show"), on the terms and conditions stated in this Agreement.
3. **Insurance:** Each vendor has to obtain insurance on there merchandise, EIMFS will be providing liability insurance on property only.
4. **Fees:** As listed on page no. 1
5. **License of Space:** Dealer acknowledges and agrees that EIMFS will license and assign a Room space or Non-Room Space to Dealer, in EIMFS' sole and absolute discretion (the "Licensed Space"). Except as described in conditions 2 and 3 listed in page 1 and Paragraph 6 listed below, the Licensed Space may not be changed, transferred or cancelled except upon Dealer's written request and EIMFS' subsequent written approval.
6. **Replacement Space:** If the Licensed Space becomes unavailable because of strike, labor trouble, inability to procure materials or services, power failure, rebellion, war, act of God, or any other cause beyond the reasonable control of EIMFS, Dealer hereby authorizes EIMFS to license and assign to Dealer a replacement space in such other location that EIMFS may be able to procure for Dealer (the "Replacement Space"), regardless of the location or size of the Replacement Space. Dealer shall use and occupy the Replacement Space for the same fees and under the same terms and conditions set forth in this Agreement, and the Replacement Space shall be considered the Licensed Space under this Agreement. EIMFS shall not be liable to Dealer or any one else for any loss or damage experienced by Dealer as a result of such cause or conditions beyond EIMFS' control.
7. **Use of Licensed Space: Compliance with Laws:** Dealer shall only occupy the Licensed Space and shall not occupy any other space at the Show or use the Licensed Space in any way that interferes with or obscures any other Dealer's operations at the Show. The Dealer shall comply with and assumes all responsibility for compliance with all applicable local, state and federal ordinances, rules, regulations, codes and laws regarding Dealer's operations in the Licensed Space, including but not limited to, all such ordinances, rules, regulations, codes and laws regarding fire, safety, health, taxes, assessment, permits, licenses and fees.
8. **Dealer Eligibility:** EIMFS reserves the right to determine the eligibility of, deny access to or remove any /Dealer, company, business or product from the Show, in EIMFS's sole and absolute discretion. EIMFS further reserves the right to accept or deny any request for apace at the Show, in EIMFS' sole and absolute discretion.
9. **Subleasing:** Dealer shall not sublease, assign or license the Licensed Space to any third party.
10. **EIMFS' Remedies:** If Dealer breaches any of its obligations under this Agreement, EIMFS may immediately terminate this Agreement and remove dealer from the Show and the Licensed Space, and EIMFS shall have all available remedies at law and equity to recover such damages, losses or cost, of any type or nature, including without limitation reasonable attorneys' fees, resulting from or arising out of Dealer's breach of its obligations under this Agreement.
11. **Indemnification:** Dealer shall indemnify, protect, defend, and hold EIMFS, and EIMFS' officer, agents, employers and representatives harmless, for, from and against any and all loss, cost, claim, liability or damage, of any type or nature, including without limitation, for bodily injury, death, property damage and reasonable attorneys' fees resulting from or arising out of (i) the breach of Dealer's obligations under this Agreement, and (ii) the activities of Dealer or Dealer's employees, agents, invitees or premittees, on, about or affecting the Show and the Licensed Space.
12. **Cancellation Refund:** If the Show is cancelled or the Licensed Space is not available for Dealer's use by reason of strike, labor trouble, inability to procure materials or services, power failure, rebellion, war, acts of God, or any other cause beyond the reasonable control of EIMFD, and EIMFS cannot procure a Replacement Space for Dealer pursuant to Paragraph 6, EIMFS, shall determine and refund to Dealer its proportionate share of the remaining amount of fees that EIMFS received from all Dealers for the show after deducting expenses incurred by EIMFS for the Show and reasonable compensation to EIMFS for the Show, but in no case shall the amount of any such refund to Dealer exceed the amount of the fees paid to EIMFS by Dealer.
13. **Miscellaneous:**
 - 13.1 **Choice of Law:** This Agreement , its application and interpretation, and all rights and obligations of the Parties hereunder shall be governed by and construed exclusively in accordance with the laws of the State of Arizona.
 - 13.2 **Choice of Forum:** Any disputes regarding this Agreement shall be exclusively resolved in the state or federal courts, as applicable, located in Pima County, Arizona and the Parties can pursue all remedies available at law or in equity in that forum, including, without limitation, injunctive relief and actions to recover damages. Each party consent to the exclusive jurisdiction of such courts and agrees not to bring any action under this Agreement except in Pima County, Arizona.
 - 13.3 **Amendment:** This Agreement may not be revoked or amended unless such is evidenced by a writing executed by EIMFS.
 - 13.4 **Entire Agreement:** This agreement constitutes the entire agreement between and reflects the reasonable expectations of the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written are merged herein and/or expressly declared void and are superseded by this Agreement.
 - 13.5 **Attorneys' Fee:** The prevailing Party in any dispute concerning the provisions hereof shall be entitled to an award by the court or decision maker of its reasonable attorneys' fees and costs.
 - 13.6 **Waiver:** No waiver hereunder shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar.
 - 13.7 **Rental Space:** A rental space will be available at noon on the Friday before the start of the Show and will be vacated 1-3 days after the show. Failure to vacate the facilities by 3PM the day after the show will incur a charge at the prorated daily rates for the space area.