

EL CAJON VALLEY GEM AND MINERAL SOCIETY, INC.

**GEM & MINERAL ROUNDUP
AND CRAFT FAIR**

October 17th, 2009 October 18th, 2009

CONTRACT FOR RETAIL DEALERS

This Contract governs the space, allowing for the demonstration, display, and selling of lapidary merchandise, fossils, and/or gem minerals, and shall be binding upon the endorsement by the El Cajon Valley Gem & Mineral Society, Inc., hereafter called HOST, and _____, hereafter called the DEALER.

WHEREAS, HOST is conducting the above named show on the dates set forth above on the premises known as the Lakeside Rodeo Grounds at 12584 Maplevue, Lakeside, CA where all the retail booths will be located. The show will open to the public at 10:00 am and close at 5:00 pm on Saturday October 17th and October 18th, 2009.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto understand and agree as follows:

1. HOST shall conduct said show on the dates, during the hours, and on the premises as specified above, unless conditions beyond the control of Host force cancellation.
2. HOST shall provide all contracted table and two chairs.
3. HOST shall furnish two standard plug-in outlets for each DEALER. All power provided shall be 110 volts, 60 cycle. The HOST will provide no other electrical equipment.
4. HOST shall provide nightly security service commencing at 8:00 pm Friday, October 16th to 10:00 am Saturday, October 17th and from 5:00 pm Saturday, October 17th until 10:00 am Sunday, October 18th.
5. Neither the HOST nor any volunteer nor any organization that assists the HOST assumes any liability whatsoever for the personal safety of any DEALER or his /her helpers: nor the damage or loss due to pilferage, fire, or any other cause whatsoever. DEALER at his/her own expense may carry insurance to cover such contingencies.
6. HOST reserves the right to eliminate any exhibit or portion thereof, or any person, advertising, or any other feature or practice which in the HOST's opinion is objectionable or inconsistent with the show décor.
7. DEALER hereby agrees to indemnify and hold HOST and helpers harmless from and against all claims for losses or liability arising out of the space assigned, or in any connection with the installation and removal of his/her equipment or materials.
8. DEALER may start setting up Friday, October 16th at 1:00 pm. Teardown must be completed by 8:00 pm Sunday, October 18th.

9. DEALER must comply with all state laws and local ordinances; however, HOST will purchase the business license required by the County of San Diego.
10. DEALER agrees not to give, assign, share, or sell any rights to the assigned space without the written permission of the HOST.
11. DEALER agrees to use care in handling equipment furnished by the HOST and to do nothing that will damage or deface the floor or walls of the facility. No lapidary equipment using oil or water emulsion can be operated without a floor covering to collect spills etc. DEALER agrees to pay for any damages that he/she causes.
12. DEALER agrees to exercise good safety practices in the protection of the public and to assume the responsibility of his/her negligence.
13. Per Lakes Rodeo Grounds ordinance, no glass bottles or alcoholic beverages are allowed on the premises.
14. DEALER agrees to restrict electrical usage to 1000 watts maximum. (Ten 100 watt bulbs).
15. DEALER agrees not to misrepresent, even slightly, any material for sale.
16. All synthetic, man-made, treated, or constructed material must be plainly marked so as the public realizes exactly what it is. Handcrafted articles shall not be represented as to have been made by others than those who did the work. Less than full and accurate representation will subject DEALER to closure of his/her space without recourse or refunds, unless immediate corrective measures are taken to the satisfaction of the HOST committee.
17. Due to limitations HOST cannot alter the sales table layout, nor add any additional tables. Your allocation space and tables is as follows:
 - Each assigned space shall include 3 eight-foot tables at \$220.00 for both days.
 - Each additional six-foot (6') table for backup shall be \$15.00 each.
18. DEALER shall within 30 days of date of contract, return one copy signed, and with at least 50% of total space rental to Dealer Chairperson.
19. DEALER will retain second copy of contract.
20. Balance, if any, of space rental shall be received by Dealer Chairperson by August 16th, 2009. No refunds shall be made after September 1st, 2009 except in cases of emergency and contingent, further, on availability of replacement dealer.

Failure of DEALER to perform the conditions and covenants herein contained shall cause the forfeiture of any sums paid.

ACCEPTED:	
DEALER:	
CA LICENSE #:	
ADDRESS:	
CITY:	STATE:
ZIP:	
SIGNATURE:	
DATE:	PHONE:
ACCEPTED BY HOST:	
DATE:	

Please make checks payable to: ECVGMS

Mail return contract copies to: Pat Smock
10852 S. Samuel Rd.
Hereford, AZ.
85615