

## TEMPORARY LICENSE AGREEMENT

### THE GREATER DENVER AREA GEM AND MINERAL COUNCIL The 2017 Denver Gem & Mineral Show

TEMPORARY LICENSE AGREEMENT made, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the GREATER DENVER AREA GEM AND MINERAL COUNCIL ("Council"), a Colorado non-profit corporation, and the participant, as designated in the Signature Block ("Participant").

#### Section One Holding of The Denver Gem & Mineral Show

The Denver Gem & Mineral Show ("Show") will be held at the Denver Mart, 451 East 58th Ave., Denver, CO 80216. The Show will take place on the following dates at the indicated times:

|                    |                         |
|--------------------|-------------------------|
| September 15, 2017 | 9:00 a.m. to 6:00 p.m.  |
| September 16, 2017 | 10:00 a.m. to 6:00 p.m. |
| September 17, 2017 | 10:00 a.m. to 5:00 p.m. |

#### Section Two Participant Space and Display

The Council grants to the Participant license to occupy and use, subject to all terms of this agreement, space(s), described in Attachment A ("Space"), for the duration of the Show. Tables, cases and electricity will be provided according to the terms set forth in Attachment A.

The Space shall be located as determined by the Council, at its sole discretion. The Council shall use its best efforts to accommodate any request by Participant regarding the location of Space; however, the Council shall not be obligated to comply with any such request. The Council shall notify the Participant in writing of the location of the Space as early as possible; however, the Council reserves the right to re-assign the Participant Space as necessary. The Participant shall not be entitled to cancel this Agreement if it is not satisfied with the location of its Space.

#### Section Three Charges for Use of Space

The space and materials will be provided at no charge to the Participant.

#### Section Four Cancellation of the Denver Gem and Mineral Show

If the Council determines that it will be unable to hold the 2016 Show, the Council will have the right to terminate this agreement by giving prompt notice to the Participant.

#### Section Five Default and Remedies

- A. **Default.** The breach of or failure to comply with any term, provision, representation, covenant, or rules and regulations contained in this Agreement shall be considered a default.
- B. **Cancellation by Participant.** If the Participant notifies the Council that it will not attend the Show, or if the Participant fails to attend the Show, the Council shall have the right to terminate this Agreement, without notice, and shall have the right to decline to fund already-purchased tickets and travel expenses.

#### Section Six Miscellaneous

- A. **Entire Agreement; Binding Effect.** This Agreement represents the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties hereto, whether oral or written. Any amendment or modification of the Agreement shall only be effective if in writing and executed by all parties hereto. The terms of this Agreement shall be binding and inure to the benefit of the respective parties hereto and their

successors and assigns.

- B. **Enforcement.** If any legal proceedings are brought to enforce the terms of this Agreement or as a result of any breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and cost.
- C. **Headings.** The headings and titles used in this Agreement are only used for convenience and shall not be construed to limit or interpret the terms and conditions of the Agreement.
- D. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

Section Seven  
Relationship of the Council and the Participant

Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed or deemed to create any relationship between the Council and the Participant of principal and agent, landlord and tenant, partnership, or joint venture. The parties hereto acknowledge that nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the Council and the Participant other than the relationship of licensor and licensee. Acceptance of a license agreement for this year does not guarantee the Participant a Space in future years.

Section Eight  
Show Rules and Regulations a Part of Contract

The Show Rules and Regulations are hereby incorporated in and made a part of this Agreement, and shall be binding on the parties to this Agreement. The Participant hereby acknowledges receipt of a copy of the Show Rules and Regulations. The Council reserves the right to add to or modify the Show Rules and Regulations at its discretion from time to time.

This document is an application to participate in the Denver Gem & Mineral Show. The Show Committee may accept or decline this application within 30 days of receiving it.

By signing this application/agreement I agree that I have read and agree to the terms contained above. I understand that if I am in violation of any of the terms set forth in this agreement, the Show Committee may decline my application for next year.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated above.

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Participant Name (type above)

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Electronic Signature Date

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Institutional Affiliation

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Mailing Address

**Please email this contract to**

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City/State/Zip/Country

**jwhagadorn@dmns.org**

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Telephone

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E-mail address

**ATTACHMENT A**

Definition of Special Spaces & Application for Non-Competitive Exhibitors

A. A Display shall consist of an area the size and location of which shall be determined at the sole discretion of the Council, likely consisting of with one lighted secure display case, atop a draped table, for the purpose of displaying specimens and associated materials. In addition, the Council will provide a sign with the Participant's name for identification of the case.

B. The Participant agrees to display only the types of materials indicated in their application materials detailed below. **The Participant further agrees to all terms outlined in the Temporary License Agreement and Show Rules and Regulations.**

C. The Participant will be provided with one badge for him/herself and one additional badge for his/her/her representative or assistant.

D. This Application is for your use in securing space in the 2016 Denver Gem & Mineral show ("Show"). The Show is organized and managed by the Greater Denver Area Gem and Mineral Council ("Council") and the answers you provide on this form will assist the Council in identifying the exact location of your space on the Show floor ("Space"). This Application and a 2016 Temporary License Agreement ("Agreement") must be signed and submitted by July 1, 2016 in order for the Council to consider your Application to participate in the 2016 show.

1. \_\_\_\_\_  
Name you wish printed on badge
  
2. \_\_\_\_\_  
Name to be printed on additional badge, if applicable
  
3. \_\_\_\_\_  
Name of your organization, as you wish printed on badges and signage
  
4. \_\_\_\_\_  
Your phone/email should we need to contact you while you are in Colorado
  
5. \_\_\_\_\_  
Website URL (if available)
  
6. \_\_\_\_\_  
Title of your Display
  
7. Please describe the materials you will be displaying during the show. A general description is fine, but if you wish us to promote specific, iconic, or valuable specimens, please provide information about them here.  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
8. Case size preferred: Typically exhibitors use our standard show cases (43 3/8" x 22 1/2" x 29"). Each year we have a few higher-profile, large cases available; these cases vary slightly in size. Oversize cases are situated on the ends of display aisles, and have glass on four sides. Please indicate the case type or types you would like. Most participants will be assigned a normal case size, but we will try to accommodate requests for an oversize case where possible.  
 Normal Case  
 Oversize Case  
 I will bring my own case, and its dimensions are as follows (Height x Width x Depth in inches): \_\_\_\_\_

9. The show has a limited number of liner and riser sets available on a first come-first served basis. If you would like us to provide liners or risers for your case, please indicate so below. If you do not need to borrow liners or risers, leave the following blank.
- \_\_\_ Light-colored case liners
  - \_\_\_ Dark-colored case liners
  - \_\_\_ Risers needed (please indicate how many needed at left)

10. Please let us know if you have special instructions or specific lighting or display needs and we will try to accommodate you. Please describe your needs below.

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11. "Meet the Curator" becomes a volunteer option this year. Should you wish, feel free to interact with our visitors by your display.

12. If you require funding to participate in the show, please estimate the anticipated costs of those portions of your participation that will not be funded by your institution.

- a) Travel: \_\_\_\_\_
- b) Lodging: \_\_\_\_\_
- c) Shipping: \_\_\_\_\_
- d) Other (please describe): \_\_\_\_\_

The DGMS will make every effort to make funding available to all participants in need, and will notify you at the time you receive your acknowledgement of acceptance of your proposed display. If you receive financial support, you will need to sign a pre-prepared form that states you received the check and that the purpose of the funds is to defray travel expenses. Your check will be in US \$ and can be picked up at the registration booth at the show – it will be included with your registration materials, as will the form, and will not be released until the form is signed.

13. This Application and the contents herein will be attached to and become part of the Temporary License agreement. Applications may be approved or declined by the Council at the sole digression of the Council, which is further identified in the Temporary License Agreement.

14. Applications or Agreements submitted without signatures will be declined and returned.

15. I hereby apply for Space in the 2017 Denver Gem & Mineral Show and fully understand that this form shall become a binding contract, incorporated into the temporary License Agreement. I further understand that I will comply with the Show Rules and Regulations. My typed name below constitutes an electronic signature per the Uniform Electronic Transactions Act.

16. Typed Electronic Signature of Authorized Signor: \_\_\_\_\_

17. Title of Authorized Signor: \_\_\_\_\_

18. Date: \_\_\_\_\_

## SHOW RULES AND REGULATIONS

### 1. Management and Supervision

The Show shall be governed by such rules and regulations as are issued from time to time by the Council.

### 2. Character of Show

The Show is held for the primary purpose of displaying and selling materials, and equipment, directly related to the lapidary, gem, mineral, or fossil fields or the related arts and sciences. The Council shall have the right to require the Participant to remove materials, or require the Participant to cease any activity or practice that the Council, in its sole discretion, deems is not in accordance with the criteria stated in this paragraph.

### 3. Set Up and Use of Space

A. The Participant shall set up his/her material for sale in the Space provided on September 14, 2017 between the hours of 12:00 noon and 7:00 p.m.

B. All materials of the Participant shall enter the Denver Mart through the loading dock doors located on the east side of the Mart. The Participant shall not allow any of his/her materials to enter the front doors of the Mart unless prior permission has been granted by the Council. The loading dock shall be open during the set up and take down hours, during all Show hours, and for one (1) hour prior to the Show opening and one-half hour after the close of the show.

C. The Council shall attempt to make available on a nonexclusive basis to the Participant several carts to be used for the transportation of the Participant's materials. The Participant shall conduct him/herself accordingly to allow the shared use of these carts.

D. The Participant shall only park in the loading dock area when loading and unloading, and the Participant shall comply with all directions and instructions of the Council and its representatives. If the Participant shall leave his/her vehicle unattended for an excessive period of time, as determined by the Council and its representatives, the Council may have the vehicle towed away at the sole expense of the Participant.

E. The Council shall furnish to the Participant a sign indicating the Participant's institutional name. This information will be obtained from the information supplied by the Participant in accordance with the Temporary License Agreement. Outside of the display case, the Participant shall not use any sign other than what is provided to the Participant by the Council without the prior approval of the Council.

F. The Council shall provide to the Participant and to his/her representative(s) identification badges that shall be worn at all times in the Mart. The badges shall indicate the name of the person who is to wear the badge and the institutional name of the Participant. The Identification badge shall only be issued by the Council to the person whose name is indicated on that identification badge.

G. All decorations, decorative materials, and display coverings other than those furnished to the Participant by the Council, shall be flameproof and are subject to the prior approval of the Council.

H. The Participant shall not damage or allow to be damaged the carpeting by any substance or activity. The Participant shall be strictly liable for any damage to the carpet located in his/her space and caused by his/her actions or activities.

I. The Participant shall not nail, tape, staple, or otherwise affix any object to any wall, floor, or ceiling. The Participant shall be strictly liable for any damage to the wall or to glass in his/her space and caused by his/her actions or activities.

J. The Participant shall keep all merchandise, materials, etc. within his/her display space and shall not allow any of the above items to materially interfere or protrude into any aisle, or corridor, or other Participant's space. Spare boxes and materials shall be stored under the Participant's table.

K. The Participant shall not have any animal in the Mart, except as otherwise provided by law.

L. The Participant's materials located in his/her assigned case shall be in continual operation at all times during the selling hours of the show.

M. The Participant shall keep his/her space and the surrounding areas in a safe, clean condition.

N. The Participant shall not create or permit any offensive noise, light, or odor, as determined in the sole discretion of the Council.

O. Smoking will not be allowed in the Mart except in designated areas.

P. No Participant shall conduct a raffle or similar activity without the written approval of the Council.

Q. If participants need to install additional lighting or electronic devices in their case, they shall comply with all requests, rules and regulations of the owners and representatives of the Mart with regard to electrical service and fire safety.

R. The Participant will have no open flames within his/her case without prior permission of the Council.

S. All Participants will abide by any and all rules and regulations promulgated by the Denver Mart.

#### 4. Take Down

The Participant shall take down display materials on Sunday, September 17 between the hours of 5:00 p.m. and 8:00 p.m., unless prior permission has been granted by the Council. The Participant shall be liable for and shall promptly pay to the Council any additional expenses incurred by the Council as a result of the Participant's non-compliance with the Set Up and Take Down hours.

The Council shall provide guard service from 7:00 a.m. September 14 to 10:00 p.m. September 17, 2017. The Council assumes no responsibility for any loss, liability, or damage to the Participant's property caused by any act of any person, including without limitation any robbery, pilferage, riot, fire, accident, or flood, except for gross negligence or intentional misconduct of the Council, and the Participant shall hold harmless the Council, its directors, officers, and members thereof.

#### 6. Insurance

The Council may maintain such personal injury and property damage insurance naming itself as sole payee in such amounts as the Council deems appropriate. Any insurance obtained by the Council shall be for the sole benefit of the Council and the Participant shall not be entitled to any protection or proceeds thereof.

#### 7. Cancellation by Participant

If the Participant notifies the Council that he will not attend the Show or if the Participant fails to attend the Show, the Council shall have the right to terminate this Agreement, without notice.