Four Corners Gem and Mineral Show
Durango Colorado

A heartfelt welcome to you, a dealer at the Four Corners Gem and Mineral Show! We are delighted to include you and your business associates, and for our community to see and purchase items from the unique inventory of goods you bring to our Show. The Four Corners Gem and Mineral Show ("Show") is one of the finest shows in the Mountain West and we look forward to working together for an enjoyable and profitable event.

Historically, the contents of this document were part of our dealer contract, which included details about "how to" comply with requirements from the City, State, Fire District, County Fairgrounds and the Four Corners Gem and Mineral Club ("Club"), for booth setup and sales at our event. These "how-to" details are now collected below. The contract specifies that you will comply with this policy document.

If you have any questions about this document, please email the Club President at info@durangorocks.org or the Show Chair at DurangoGemShow@gmail.com.

GEM SHOW POLICIES

- **Admission to the Show as a Dealer.** Dealers at the Show are by invitation only. Dealers interested in joining the Show may submit a request to participate at https://www.durangorocks.org/dealer-request-page.html. We may refer to this as our "Waiting List to Get into the Show."

Submitting this request does not obligate the Club to include you in the upcoming Show. Many dealers must wait a year or more before there is a booth opening. Please see the discussion of waiting lists below. Some dealers may never be admitted. This is because the Club is a 501c(3) educational nonprofit organization, with a science and lapidary arts mission. The Club is required to follow IRS guidelines for nonprofit tradeshows that conform to our mission. Every year the Show strives to broadly and diversely represents topics in earth sciences and lapidary arts, and reserves the right to balance the type of goods sold.

Once admitted to the Show, you will receive an assignment to an available booth. While we will try to honor the type of booth you request, most openings are in the South Lot, an outdoor location on an asphalt parking lot at the south entrance to our Show. In the following year, you

will have the first opportunity to return to the same booth space you occupied, provided there are no access issues related to the Fairgrounds property, and if you have faithfully complied with the Show's contract and policies. If you wish to change booth locations, then see the discussion about how to request a new booth, discussed under waiting lists below. We refer to this as our "Waiting List to Change Booths."

- **Adherence to Schedule of Deadlines.** Dealers will adhere to the schedule of deadlines for notifications, document submission, payments, refunds, and set up/take down as prescribed under Schedule of Deadlines, found in the Dealer Contract. Failure to adhere to the schedule of deadlines may result in late fees, removal from the Show, or denied access to future shows.

- **Cancellations and Refunds**

Club Cancellations. If the Club is unable to provide a full (or partial) Show space to a Dealer, the Club shall attempt to notify the Dealer in a timely manner and, in turn, provide the Dealer with a full or prorated refund of payments made. The Club shall in no way be liable to the Dealer for any other related expenses incurred by the Dealer, should the Club fail to provide space or conduct the Show for any reason.

Dealer Cancellations. The following dates represent significant deadlines for Dealer refunds:

  - **On or before March 21.** Dealers may withdraw from the Show to receive a full refund of any payments for booth space at the upcoming Show.
  - **On or before May 15.** Dealers may withdraw from the Show to receive a full refund, less a $25 cancellation fee.
  - **After May 15**. If the Dealer withdraws after this date, no refund shall be issued, except under extraordinary circumstances, to be determined at the sole discretion of the Club.

- **Setup and Show Hours**

  - **Thursday Setup** – on Thursday before the Show, beginning at noon. Indoor setup may not extend beyond 7 pm when the doors are locked for the night.
  - **Friday Setup** – on Friday before the Show. Indoor and outdoor setup must be complete by 10 am when the Show opens. Buildings open at about 7:30 am.
  - **Friday** – Public show hours are 10 am to 6 pm
  - **Saturday** – Public show hours are 10 to 6 pm
  - **Sunday** – Public show hours are 10 to 4 pm
  - **Sunday Take Down** – on Sunday, from 4 pm to 8 pm. Dealers who depart before 3 pm of the final Show Day (Sunday) or who have not vacated the indoor premises by 8 pm or the outdoor premises by 10 pm may forfeit their space for a future show year.

- If circumstances beyond the control of the Club result in reductions to the public schedule, the Club will, at its sole discretion, consider making full or partial refunds to Dealers.

- **Allowable Goods and Packaging**. Merchandise offered for sale shall be honestly represented and labeled. Items for sale shall represent rock, gem, mineral, and fossil specimens; lapidary and metalsmith equipment, tools, findings, and supplies; finished stones and beads of a natural or glass origin (no plastic items); finished handmade jewelry and other goods that incorporate lapidary and metalsmith items; and educational materials related to geology, rock hounding, and lapidary and metalsmith arts. Sales items that do not meet "Earth Science and Lapidary Arts" criteria must be approved by the Club in writing in advance of the Show. Other items commonly disallowed include Native American artifacts from antiquity for which there is no clear provenance regarding lawful collection, gold investment schemes, and general art such as landscape paintings, pottery, and apparel items where the connection to earth science and lapidary is weak. The Club acknowledges that art often depicts Earth Science, but art sellers have many more opportunities to sell their goods at regional art and craft fairs.

- **Show Spaces.**

  - Booth Assignment. The contract will specify a booth assignment. If Dealer is unsatisfied with this booth assignment, then please contact the Show Chair at durangogemshow@gmail.com. It may not be possible to accommodate the Dealer's request for a preferred booth space in any given year.

  - Booth Sharing. A booth may be shared by two or more Dealers who operate separate tills, if all Dealers sign the same Contract. All dealers in a shared booth shall be jointly and severally liable for any damages or injuries caused as a result of their participation.

  - Reservable Spaces. Current year booth fees are specified in the contract.

- **Exhibit Hall Show Space**
  Exhibit Hall space shall be sold as booths. Each booth will be set up with three retail tables. Some booths may have additional interior tables to separate Dealers who share a point of egress. Interior tables may be used for the storage of goods. Additional tables are available at no cost, so long as all tables remain within the original booth footprint, there is a point of egress for dealers in adjacent booths, and there is designated space to conduct transactions without infringing on the space of an adjacent booth.

  Any exception to the standard booth setup must be negotiated with the Show Chair, and may entail price adjustments. The Club reserves the right to deny alternate setups for any reason, such as, but not limited to, setups that encroach on walkways, electrical panels, points of egress, or other booths.

The Club shall provide tables that are 8 feet x 30 inches in dimension. Dealers may use their own tables, but the cost for this space is based on the booth footprint. The Dealer shall provide tablecloths and table skirts to cover the tops and all exposed sides and ends of front tables. Overhead or oversized structures of any type, such as canopies or signage that extends more than 5 feet above the floor or obstructs another dealer's booth, are not allowed in indoor spaces.

- **Patio Space**
  To comply with 2021 International Fire Code, up to four canopies (400 square feet) may be erected in one cluster. A cluster may represent 1 to 4 dealer booths. There must be a span of 12 feet between each cluster. You may fill uncovered spaces with display items so long as you leave a 6-foot pedestrian aisle. The International Fire Code also specifies that canopies should be tagged "Fire Resistant" by the manufacturer, and limits proximity to buildings and roof overhangs. Please closely adhere to the patio map regarding canopy placement.

  Canopies must be securely weighted for wind gusts using 40 pounds of dry weight per leg (concrete, sandbags, or stone-filled buckets). Water buckets or ropes/guy lines that enter the walkway are not allowed. The fairgrounds provide no awnings.

  Vehicles are not allowed in exhibition spaces during public show hours, but one occupied vehicle owned by one Dealer is allowed in the Patio for overnight security, so long as the vehicle fits completely within the fenced area and is removed by 10 am the next day. A drip-pan or equivalent (e.g., cardboard sheet) is required under the vehicle. Dealers shall take every precaution to avoid damage to public property, and should be mindful of roof overhangs.

  Dealers shall provide and set up their own tables and other booth furnishings. Fairgrounds tables are not available for outdoor setup.

- **South Lot.**
  The South Lot is an asphalt surface directly south of the Patio. As per the 2021 International Fire Code, canopies must be clustered with up to four canopies (400 square feet) per cluster. A cluster may represent 1 to 4 dealer booths. There must be a span of 12 feet between each cluster. You may fill uncovered spaces with display items if you leave a 6-foot pedestrian aisle. Please comply with the canopy setup by closely adhering to the South Lot map.

  Booth spaces are sold in 10 feet x 10 feet increments; however, dealers may set up merchandise outside of this space if they do not encroach on the vehicle route shown on the map, and leave a 12-foot aisle between tent clusters.

  Canopies must be securely weighted for wind gusts using 40 lb. of dry weight per leg (concrete, sandbags or stone-filled buckets). Water buckets or ropes/guy lines that enter the walkway are not allowed. Tents walls should be open during the Show and closed at the end of each day with valuables removed. Dealers shall provide and set up their own tables and other booth furnishings. Fairgrounds tables are not available for outdoor setup. No electricity serves this area and generators

are not allowed as a power source.

Vehicles are not allowed in the South Lot during public show hours, but three Dealer-owned and occupied vehicles are allowed within this space for overnight security, so long as these vehicles are removed by 9 am the next day.

- **Extension Building**
  This space occupies three connected, indoor classrooms in the County Extension Building. An Extension Building booth is made up of two tables, 6 feet long x 18 inches wide. Tables are provided, and additional tables are allowed so long as you remain on the same footprint, there is a point of egress for every dealer, the tables do not encroach on public egress or 6-ft walkways, and there is a place to conduct transactions without infringing on the floor space of adjacent booths.

  Dealers should store sales items beneath their tables, and are required to skirt the top, fronts, and exposed ends of their tables to the floor line. Signage may not extend more than 5 feet above the floor line or obstruct other dealers.

  Lighting**.** In most locations, electrical outlets are scarce or unavailable. Where outlets are available, additional lighting is allowed, so long as it does not exceed 300 watts per table. Halogen or incandescent bulbs over 75 watts, mercury vapor or other high heat producing type lighting are not allowed. Electrical cords shall be securely anchored by cord protectors or suitable tape to prevent tripping hazards whenever they cross foot traffic areas, whether in the public walkway or within the exhibit space of the Dealer. Dealers shall provide their own lighting, UL approved electrical extension cords, and cord covers. Most locations do not have any access to electrical power.

  Signage**.** Signs shall not be larger than 30 inches x 60 inches and may be oriented horizontally or vertically. Due to wind gusts and risk of tipping, no overhead signs are allowed indoors or outdoors. Signs must not extend higher than 5 ft above the floor, and shall not interfere with another Dealer's space.

- **Waiting Lists**
  The Club maintains two waiting lists.

  New to the Show. One list is maintained on the Club's website and is timestamped. This is for dealers who wish to get into the Show for the first time. The Club reserves the right to choose dealers whose goods are the best match to the Club's mission and purpose and support a well-rounded trade show.

  Changing Booths Within the Show. The second list is maintained in the Club's dealer database and these requests must be dated and submitted by the dealer in writing. This waiting list is for dealers who are already in the Show but want to move to a different booth location. The preferred booth may or may not be available within any specific time period, but will only become available when vacated by the current dealer. Requests on this second waiting list are prioritized by date of request. If two or more dealers request to move to similar booths on the same day, then the request is also sorted by seniority (date of first show entry). Most requests to change booths are entered on the Dealer Deposit forms at the end of the Show, but they may be submitted by U.S. postal mail or by email to

DurangoGemShow@gmail.com after the Show.

Giving Away Booths. The Club is exclusively responsible for booth assignment. Dealers who decide not to return to the Show may not give away their booth location to other dealers, in effect bypassing the waiting lists.

Skipping a Year. An existing dealer who wishes to skip a Show year with the intention of returning the following year to the same booth location may send another dealer to occupy that space for the interim year, provided both the existing dealer and the guest dealer sign the same contract. The two dealers are jointly and severally liable for any injuries, accidents, damages or legal action that might arise.

A dealer who does not return for a second year forfeits the booth location. The guest dealer may request to stay in that space, or request to move to another booth. This dated request is subject to the priority rules described under Changing Booths Within a Show, cited above.

- **Safety and Security**

Overnight Security and Storage. At approximately 7 to 7:30 pm each evening, the Exhibit Hall and Extension Building will be locked and chained by the Fairgrounds' staff and will remain locked until approximately 7:30 am the next morning. No access will be possible during the time the facilities are locked. Dealers with outdoor Show space may, at their own discretion, choose to store their goods in the Exhibit Hall or Extension Building before the doors are locked, so long as such storage does not restrict access to Show spaces held by other Dealers, and the goods are moved indoors before the building is locked and removed before 8 am the following morning.

During Set Up, Break Down, Public Hours, and before and after Public Hours. Dealers shall provide their own security. The Club, its members, and La Plata County will not assume responsibility for loss or damage to goods or property of the Dealer during the Show. Dealers should have at least one authorized representative in the assigned booth at all times during public hours. High value items are often targeted by professional thieves, who may work in pairs or teams to distract the dealer. Be sure high value items have secure barriers, e.g, a lockable display case, to prevent theft. Dealers can ask for a volunteer to sit in their booths so they can take a bathroom break. Contact the Show Chair for this type of assistance.

Security Camping. One patio dealer and three South Lot dealers may park their camper vehicles within the patio and south lot for overnight security, so long as vehicles are removed from pedestrian areas by 8 am the following morning. For other local camping, see below.

Nametags. At all times Dealers and their authorized sellers must wear nametags provided by the Club. Parties without Club-sponsored nametags will be blocked from entry except during public hours. Provide a list of names of your authorized representatives during contract submission.

NO ALCOHOLIC BEVERAGES OR FIREARMS WILL BE ALLOWED ON THE FAIRGROUND PREMISES AND NO ANIMALS EXCEPT CERTIFIED SERVICE DOGS WILL BE ALLOWED WITHIN THE EXHIBIT HALL OR OTHER INTERIOR SPACES.

- **Insurance**. The Club recommends Dealers, at their own expense, obtain insurance against damage, loss, or any injury arising from claims by the public or injury to person or property.

- **Solicitations** are permitted only by authorized Dealers at their assigned booths. The Dealer shall refrain from buying from unauthorized peddlers within the Show premises, and shall report to Show managers any unauthorized peddlers attempting to conduct transactions within the Show. The Dealer shall not actively solicit customers patronizing another Dealer's display.

- **Questionable or Objectionable Practices**. The Club, at its sole discretion, reserves the right to limit or stop any practice of the Dealer that is questionable or objectionable; to have removed from the Dealer's display any item(s) of a questionable nature; to remove the Dealer or any person associated with the Dealer who is disruptive or continues in a questionable or objectionable practice. No refunds will be given to a Dealer who is asked to leave the Show.

- **Demonstrations, Donations and Educational Displays**. Dealers are encouraged to enhance the public experience of the Show by offering demonstrations or educational displays, if approved in advance by the Club. Dealers are also encouraged, but are not required, to donate salable items relevant to the nature of the Show for the Silent Auction. Donations to the Club, a 501(c)(3) nonprofit corporation, are tax deductible.

- **Sales Tax Collection.** All dealers must collect 8.4% sales tax, payable to the City of Durango, La Plata County, and the State of Colorado. All Dealers are required to submit a report of gross sales, tax-exempt sales, and sales taxes owed to the City of Durango (3.5%), La Plata County (2%) and State of Colorado (2.9%), immediately after the Show, even if the Dealer is responsible for all tax filings. Sales tax reporting forms are found in the Dealer Packet provided at the Show. Other sales tax requirements include:

  City Sales Tax. All dealers must possess a City of Durango Sales Tax (Business) license and remit 3.5% City Sales Tax directly to the City of Durango by August 20.
  - To obtain a City Sales Tax License, visit https://www.durangoco.gov/DocumentCenter/View/27145/City-of-Durango-License-App-FORM-FIELDS.
  - To renew a City Sales Tax License, visit https://www.durangoco.gov/DocumentCenter/View/27145/City-of-Durango-License-App-FORM-FIELDS.
  - To remit City Sales Tax, visit https://www.durangogov.org/Payments.
  - For more information about City Sales Tax, call (970)375-5013.

  State Sales Tax. Dealers who possess a Colorado Sales Tax License and intend to file their own taxes must provide the Club with a copy of the Colorado Sales Tax License by April 21. Dealers who do not have a Colorado Sales Tax License or do not plan to remit taxes using their own Colorado Sales Tax License, must remit sales taxes to the Club immediately after the Show ends on Sunday. Find a state sales tax application at https://mybiz.colorado.gov/ and instructions at

https://tax.colorado.gov/how-to-apply-for-a-colorado-sales-tax-license.

Transactions Between Dealers
All dealers who intend to carry out any transactions exempt from sales tax must comply with the following: the buyer must supply the seller with a copy of the buyer's own valid sales tax license OR pay the sales tax due at the time of purchase. In turn, if the seller uses the Club's State sales tax license to remit sales tax, any tax-exempt sales presented to the Club must include copies of the buyers' valid sales tax licenses. Dealers should carry copies of their own valid sales tax license for sales tax exempt purchases. Transactions of a personal nature, such as the purchase of goods not intended for resale, are always subject to sales tax.

Notifications. State and City sales tax authorities receive lists of dealers at our Show for the purposes of ensuring sales tax compliance. If the Club is notified that a dealer has failed to comply with sales tax law, without relieving the Dealer of any sales tax or other contractual obligations, then this will be considered grounds to deny booth space in the current and future Shows.

- **Damage or Loss Caused by Dealer**. The Dealer shall be responsible for any damage or loss the Dealer causes to the Fairgrounds property, Club property, property of the public, or property of other Dealers.

- **Overnight camping**
  La Plata County Fairgrounds offers limited onsite camping with electrical and water hookups in the RV camping section near the arena, on a first-come, first-served basis. Dealers must reserve space through La Plata County Fairgrounds at (970) 382-6468 as soon as possible, as these fill months and sometimes years in advance. This camp fee is payable to the Fairgrounds.

  The Fairgrounds no longer offers any dry camping on site. Please do not directly appeal to Fairgrounds staff to change this now firm policy as they are unable to do so. If you object to this policy you should contact La Plata County Commissioners instead. Dry camping, while convenient for our dealers, lacked certain infrastructure needed for health and safety, and it is unlikely to return.

  Other fee-based camping can be found at regional commercial campgrounds within or near the City Limits, as well as in Forest Service campgrounds. Free open camping sites can be found on BLM and Forest Service land beyond the City limits. This website identifies free camp sites https://freecampsites.net/#!Durango,Colorado in our area. If you are also showing at the Gem Show in Farmington the week before the Durango show, then include Durango CO, Farmington NM, and Aztec NM in your campsite search.

- **Promotions.** The Club shall designate a budget for event promotions, including but not limited to print, television and radio advertising, postings on social media and online events calendar, street banners, sandwich boards, marquee announcements, display cases, posters, postcard mailings, and public service announcements.

- **Dealer Dinner.** The Club intends to host a dinner for Dealers on Friday night of the Show. If you wish to attend the Dealer Dinner, indicate the number of people in your party requesting meals on

the last page of the Contract. The menu usually has a vegetarian option but may not have vegan, gluten-free, or other options for special diets.

- **Personal Conduct**. In parting, we would like to convey the Club's deep desire to provide a friendly and supportive atmosphere for you. The Show is entirely volunteer run and it is difficult to recruit volunteers for the heavy workloads the Show demands. Please be as courteous as you can muster. The person you are speaking with may not have the power to change a rule for you, since most rules happen at the Board level. Please don't knowingly break rules or badger, harass or verbally berate the Club's volunteers, the Fairgrounds staff, or other dealers. Such behavior can be grounds for removal from the Show or loss of Show space in future years. The Fairgrounds has also asked us to evict dealers who confront their staff with loud and aggressive speech. This behavior can cause us to lose the Fairgrounds venue, and Durango does not have any other suitable venue for our Show.

Therefore, when stressed, please take a deep breath and compose yourself. Ask to speak with the Show Chair and better yet, put your strong objections in writing and send them to the Show Chair at durangogemshow@gmail.com or to the Board President at info@durangorocks.org.

Thank you for your part in making the Show an enjoyable experience.

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