



## San Diego Stamp Show, Inc

San Diego Marriott La Jolla  
4240 La Jolla Village Drive  
La Jolla, CA 92037

**October 8-10, 2021**

### RULES FOR DEALERS

1. By signing and submitting the attached Application for Bourse Space, the Dealer accepts all terms and conditions set forth in this document. Written acceptance of the application by San Diego Stamp Show, Inc. creates a legally binding contract for bourse space between the Dealer and San Diego Stamp Show Inc. in accordance with the terms herein. Current Booth Fee schedule, Bourse Space Application, Exhibition Layout Plan, and this document together comprise the Contract between San Diego Stamp Show, Inc. and the Dealer.

2. San Diego Stamp Show, Inc. reserves the right to determine who may participate in its bourse. No application will be considered by the Show Committee unless every Dealer (Principal) named in the application is a current member in good standing of the APS, ASDA, NSDA, or CSDA. (Dealers from outside the U.S. and Canada may request in writing that the Show Committee substitute membership in an equivalent international organization.) The Show Committee may investigate the membership status of any individual named in the application at any time. Expulsion of any individual named in the application from any national or international philatelic society may result in rejection of the application.

3. San Diego Stamp Show bourse space may be used only for dealing in philatelic merchandise and related literature, supplies and equipment by the Dealer to whom the space is assigned. Only merchandise belonging to the Dealer (or *bona fide* consignments) may be sold from the bourse space. **Bourse space may not be transferred, sublet or shared in whole or in part.**

If two dealers desire to share a booth, the application needs to be made out in both names. Both dealers must sign the application. Each signatory will be individually and fully liable for any outstanding amounts due to The San Diego Stamp Show, Inc.

4. *Location.* The location of the bourse shall be the Marriott La Jolla, 4240 La Jolla Village Drive, La Jolla, CA 92037. **DO NOT MAIL CORRESPONDENCE TO THIS ADDRESS.** The hotel is a non-smoking facility.

5. *Opening Hours.* Dealers are expected to have their bourse space fully operational and open for business during all show opening hours shown below. **Dealers who do not maintain full operations during the opening hours shown below jeopardize their participation in future San Diego Stamp Show bourses.** Exceptions to this rule will be made by the Bourse Chairman only in unusual circumstances.

Show Hours	
Friday, October 8, 2021	10:00 a.m. to 6:00 p.m.
Saturday, October 9, 2021	10:00 a.m. to 6:00 p.m.
Sunday, October, 2021	10:00 a.m. to 3:00 p.m.

6. *Dealer's Badges:* Each bourse space includes a maximum of **two** Dealer's badges. One badge will be issued in the name of the person listed on the application as being in charge of the booth; the second will be issued in the name of the person listed as the assistant. (If an assistant is not named on the application, a second Dealer's badge will not be issued.) The assistant must at all times be working for the booth holder, and not for their own account. Dealer's badges permit the named individual to enter the bourse area during the hours shown below. Entry at other times may be restricted for security reasons. **Dealer's badges are not transferable, and The San Diego Stamp Show, Inc. reserves the right to refuse a Dealer's badge to any person or incorporated entity.** In case of such refusal, the booth holder will be given the opportunity to name another assistant.

Dealer Badge Admission Hours	
Thursday, October 7, 2021	2:00 p.m. to 7:00 p.m.
Friday, October 8, 2021	8:00 a.m. to 6:00 p.m.
Saturday, October 9, 2021	8:00 a.m. to 6:00 p.m.
Sunday, October 10, 2021	8:00 a.m. to 4:00 p.m.

7. *Fees.* The bourse space fees detailed in the accompanying schedule are not negotiable. Dealers requiring more than one bourse space will pay the sum of the individual spaces. There are no discounts for multiple spaces. Extra table rental(s) will be provided at cost upon written request if in the opinion of the Bourse Chairman the extra table(s) fit entirely within the dealer's assigned space and are consistent with fire safety regulations. Storage cabinets will be available for the duration of the exhibition by advance reservation only for \$150 additional. Tablecloths will be provided as part of the base fee. Plexiglass will not be provided by the Show Committee. It is the responsibility of the individual booth holder. 3 'customer' chairs per each 10 feet of outside booth frontage will be provided. 2 'dealer' chairs will be provided per booth.

8. *Bourse space payment.* A \$300.00 deposit must be submitted with the signed application. This deposit is not refundable for any reason except those stated below. The entire remaining balance is due on or before October 5, 2021. **No Dealer will be permitted to set up in the bourse until their space fee is paid in full.** Exceptions to this rule are at the discretion of the Bourse Chairman. All checks should be made payable to **San Diego Stamp Show Inc.**

9. *Byes.* Occasionally, invited Dealers are unable to participate in the San Diego Stamp Show bourse for personal, family, or medical reasons. Requests for a bye will be given full consideration by the Show Committee and granted whenever possible. If a bye is granted, the Dealer will be required to make next year's \$300.00 deposit in advance in order to preserve their preferred space and position in the waiting list for the following year. Under no circumstances will a bye be granted for more than one consecutive year.

10. *Cancellations, Forfeitures, and Penalties.* Dealers forced to cancel their bourse participation for any reason shall be liable to forfeitures and penalties according to the schedule shown below. Failure to appear on the show floor by 10:00 a.m. on Friday, October 8, 2019 without advance notice will be deemed a cancellation and charged the appropriate forfeiture and penalty.

Schedule of Cancellations, Forfeitures, and Penalties		
Date of Cancellation	Forfeiture	Penalty
On or before 1 September 2021	\$300.00 deposit	None
1 September 2020 to 30 September 2021	\$300.00 deposit	50% of balance
30 September 2021 or after	\$300.00 deposit	100% of balance

San Diego Stamp Show, Inc. will make every reasonable effort to resell the bourse space to a qualified replacement. (this may be possible when adequate advance notice is given.) If the space is resold, the penalties shown above will be waived and only the deposit will be forfeited. Any refunds owed by San Diego Stamp Show, Inc. will be paid when the show accounts are closed out, normally by the middle of November. If San Diego Stamp Show, Inc. is forced to cancel the bourse for any reason, the organizer's liability shall be limited to the return of all payments received as of the date of cancellation, including deposit.

11. *Appearance.* All bourse spaces must be maintained in an orderly and presentable condition and in keeping with the general scheme of the exhibition. All dealers are expected to be appropriately attired.

12. *Hotel Requirement.* Nothing may be posted on, nailed, taped, screwed, or otherwise attached to columns, walls, floors or other parts of the building or rented furniture.

13. *Electric Power.* Lighting appliances and grounded light duty electronics (e.g., lamps, computers, personal electronic devices) may be connected to available (perimeter booths) 115 Volt permanent electrical outlets located in the room perimeter as available. A 115-volt electric supply for center booths may be provided at additional cost to any Dealer requesting it on the application.

14. *Trash.* A bag will be provided each day for your trash. **You must place filled trash bags in the aisle in front of your bourse space at the close of each day for collection.** Hotel maintenance staff will be escorted by show security and will not be permitted to enter any bourse space to collect trash.

15. *Floor Plan.* **Tables must not be moved from their original position without the permission of the Bourse Chairman.** All aisles and designated fire exits must remain unobstructed. The floor plan is approved in advance by the City of San Diego Fire Marshal, who may inspect the show floor at any time. If fines result from a Dealer's unauthorized modifications to the approved floor plan, the full amount of such fines will be charged to that Dealer.

16. *Accommodation.* Dealers may reserve accommodations at the special San Diego Stamp Show rate, which is valid for at least three nights before and after the show dates. This rate is lower than the usual and customary rates advertised by the La Jolla Marriott for these dates, and included added benefits for rooms reserved in our block. Current Hotel information and special booking codes are posted on the show website. An additional remote accommodation has been arranged if needed.

17. *Security.* The show floor will be under 24-hour security supervision from 4:00 p.m. Thursday through 6:00 p.m. Sunday.

18. *Sales Tax.* The State of California imposes sales and use taxes that must be collected on each retail sale. A "retail sale" is a sale made for any purpose other than resale. In-State and Out-of-State Dealers must file appropriate sales tax reporting forms with the California Franchise Tax Board in a timely fashion. They are available at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). **Dealers are responsible for their own compliance with all applicable tax laws. San Diego Stamp Show, Inc. reserves the right to refuse booth occupancy to any dealer not in possession of a valid California tax registration. Prepaid booth deposit will not be refunded.**

19. San Diego Stamp Show, Inc. is under no obligation to offer bourse space to any Dealer at future shows and cannot guarantee participation at future San Diego Stamp Shows to any Dealer.

20. In the highly unlikely event of any legal action arising out of or relating to this contract, Dealer consents that the federal, state, and local courts located in the County of San Diego in the State of California shall have exclusive venue and jurisdiction. Dealer waives the right to any other venue to which it might be entitled by cause of action, domicile, or otherwise.

21. Dealer assumes responsibility and agrees to indemnify and defend San Diego Stamp Show, Inc. the American Stamp Dealer Association, and the La Jolla Marriott and their respective employees and agents against all claims or expenses arising out of the use of the exhibition premises. The Dealer understands that neither San Diego Stamp Show, Inc., the American Stamp Dealers Association, nor the La Jolla Marriott maintain insurance covering the Dealer's property and it is the sole responsibility of the Dealer to obtain such insurance.

22. If any of the provisions of this agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this agreement shall remain unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.