## **2023 WORLD'S FAIR OF MONEY®** BOURSE CONTRACT TERMS & CONDITIONS

Specific booth locations will be determined during table draw, dates TBA. This process begins with the companies that have the highest ANA star count and ends with companies with zero star count, regardless of floor section. A company may change its section after submitting this application and throughout the table draw process., and up to 2 weeks prior to the show, based on availability.

**1. Dealers assigned a booth are expected to operate** said booth with adequate staff and inventory until the closing hour of the convention. Those dealers who depart from their booth(s) prior to the published close of the bourse floor without prior written permission by an ANA Headquarters Officer will be in violation of the bourse contract and will be moved back in the next table draw cycle by ten (10) picks, and two stars will be deducted.

2. Booths may not be transferred, sold, leased, shared or sublet in whole or in part without the written permission of an ANA Headquarters Officer.

3. Only ANA member companies are eligible for bourse space; all booth personnel must be ANA members.

**4. Each company is permitted a maximum of three booth assistants, including the principal table holder, per booth package purchased.** Spouse/significant other plus one child may be credentialed at no additional cost except the cost of ANA membership.

**5. If there is a share dealer on a table** (maximum 1 share dealer per table purchased), **three credentials will be provided to bona-fide employees of the share dealer.** The primary company assumes responsibility, financial or otherwise, for all conduct by such independent share dealer and any other person behind the booth(s) and recognizes by signing this application that others will have the right to rely on this representation. Booths occupied by a share dealer must be within or adjacent to those occupied by the primary company. All share dealer booths must be within the same pod of tables as the principal booths.

6. The ANA reserves the right to rescind a bourse booth **placement** in accordance with this application at any time in the event that the applicant (a) is expelled or suspended from membership in ANA, or (b) has three or more unresolved complaints pending against him/her, or (c) has been accused of the commission of a criminal offense, or the commission of a civil offense regarding alleged unethical conduct in any pending criminal or civil court proceeding. or (d) by reason of such applicant's prior violation of the ANA Bourse Contract Terms & Conditions. ANA may also rescind such bourse booth award for any other reason determined appropriate with the ANA's sole discretion. Any rescission hereunder may be for all or any portion of the convention. In the event of the rescission of a bourse booth, all fees will be refunded to the applicant less a \$200 processing fee.

## 7. As provided in the ANA Code of Ethics, no dealer at any ANA convention may knowingly exhibit for sale any illegal coins, counterfeits, forgeries, unmarked copies or other spurious merchandise.

No auction may be conducted in any form or format at any booth. Auction houses or dealers can exhibit auction lots for an upcoming auction provided that the auction is not within 10 days of the convention. Any such infraction of this rule shall be construed as being against the best interests of the ANA. The penalty for such action shall be immediate removal of the dealer from the bourse floor and possible suspension and/or subsequent expulsion from the ANA. The ANA Member & Dealer Code of Ethics can be found online at Money.org.

8. If a booth is empty at the opening of the show, the ANA may permit others to occupy that booth with no recourse for the dealer who has not occupied the booth.

9. Companies are warned that the presence of security personnel or security systems does not constitute a guarantee against loss, a policy of insurance or a promise to indemnify in the event of a loss by fire, theft or other casualty. Dealers are expected to insure themselves against any loss that they might sustain. All additional security for individual member companies must be approved by the ANA.

**10. Banners are not permitted** with the exception of those permitted under sponsorship arrangements.

**11.** Booth holder shall be responsible for compliance with all federal, state, and local laws, including the activities of all booth personnel operating under the name of booth holder. The ANA is not responsible for advising or otherwise assisting dealers with respect to any tax or other legal requirements. A dealer should consult his or her own accountant and/or attorney with respect thereto.

## 12. The ANA reserves the right to change these terms and conditions for subsequent shows as it deems necessary.

**13. All disputes** arising out of this agreement and/or participation in a show shall be submitted to binding arbitration by the American Arbitration Association in Denver, Colorado with the prevailing party entitled to an award of attorney's fees. Judgment on the award may be entered into any court of competent jurisdiction.

I hereby release the American Numismatic Association, all participating or sponsor clubs, and the officers, members, committees, agents and employees of each, in their official and/or individual, personal capacities from any liability for loss, damage or destruction (through negligence, gross negligence, or otherwise) of numismatic material and for personal injury and property damage of any kind. The foregoing shall not, however, limit liability of any individual who may personally be guilty of theft, willful damage or destruction. The undersigned, in submitting this application, hereby agrees to comply with all of the provisions of the Bourse Contract Terms & Conditions and the ANA Member & Dealer Code of Ethics.