

38th Annual North American In-Water BOAT SHOW

PRODUCED BY THE LAKE ERIE MARINE TRADES ASSOCIATION
SEPTEMBER 15-19, 2010
Cedar Point, Sandusky, Ohio

APPLICATION & CONTRACT FOR EXHIBIT SPACE

Please complete this contract **in triplicate** and return top two copies with required deposit check made payable to:
North American In-Water Boat Show, LEMTA, 1269 Bassett Road, Westlake, Ohio 44145
PH 440-899-5009 • FX 440-899-5013 • EM lemta@aol.com

PLEASE PRINT

Company Name _____
Address _____
City/State/Zip _____
Telephone _____ Fax _____ E-mail _____
Authorized Signature _____ Title _____
Exhibit Representative _____ Title _____

Application is made for the following Exhibit Space. (Management will make every effort to assign space, subject to prior applications.)

The undersigned EXHIBITOR certifies that the printed matter on both the front and back of the Application & Contract for Exhibit Space constitutes the entire agreement between the parties and has been read and that the terms and conditions set forth therein are fully understood and shall constitute a binding contract when this instrument is signed by both parties. Contract includes accompanying Product Listing and Program Questionnaire.

■ **ACCESSORY BOOTH(S)** **\$599.00 / 10' x 10' unit**

1st Choice # _____ 2nd Choice # _____ Total booth cost \$ _____

■ **DRY-LAND SPACE(S)** **\$2.95/square foot** (minimum 400 sq. ft.)

1st Choice # _____ 2nd Choice # _____
Total square feet requested _____ x \$2.95 Total dry-land space cost \$ _____

■ **IN-WATER SPACE(S)** Boats up to 20' long: **\$399**; Over 20' up to 30' long: **\$595**;
Over 30' up to 40' long: **\$725**; Over 40' up to 50' long: **\$799**; Boats over 50' long: **\$849**

1st Choice # _____ 2nd Choice # _____ Total in-water space cost \$ _____

■ **DEMO DOCK*** Same as In-Water space prices above

*Exhibitors displaying on the Demo Dock must have other display space (in-water, dry land, or accessory) in the show

1st Choice # _____ 2nd Choice # _____ Total demo dock cost \$ _____

■ **BOATS UNDER \$15,000 PAVILION†** **\$129/boat** Total under \$15,000 pavilion cost \$ _____

■ **BOATS \$15,000-\$25,000 PAVILION†** **\$159/boat** Total \$15,000-\$25,000 pavilion cost \$ _____

†No more than three boats total may be entered by one exhibitor in these combined pavilions

BOAT AGE LIMIT: 1998 and newer; Does not apply to *Boats Under \$15,000 Pavilion* or *Boats \$15,000-\$25,000 Pavilion*; Boats built before 1998 must be disclosed by exhibitor and approved by show management no later than Sept. 1, 2010. Any exhibitor found in violation of age limit will be subject to a fine of \$1,000

■ Attached Product Listing is part of contract and must be completed. **TOTAL ALL SPACE \$**

■ **50% DEPOSIT DUE WITH APPLICATION** \$ _____

■ **50% BALANCE DUE BY AUG. 6, 2010** \$ _____

FOR SHOW OFFICE CONFIRMATION USE • DO NOT WRITE BELOW

Booth _____ Total cost _____

Dry-land _____ Deposit received _____

Water _____ Balance due net _____

Additional space _____

Accepted by (Show Management) _____ Date _____

RETURN TOP TWO COPIES WITH DEPOSIT • RETAIN BOTTOM COPY FOR YOUR FILES

RULES AND REGULATIONS

North American In-Water Boat Show

Another Service of Lake Erie Marine Trades Association, Inc.

ELIGIBLE EXHIBITS: Only pleasure boating products or services or related products of services that meet the written approval of show management may be displayed. Only marine manufacturers, distributors, dealers, bonafide brokers and directly related service firms are eligible for exhibit space.

EXHIBIT INSTALLATION AND REMOVAL: Exhibit material will be received on dates to be announced. On the day after the show closes, the exhibitor agrees to remove his equipment from the show location.

FIREPROOFING AND SAFETY: Each exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to health, fire prevention and public safety.

NO LOUDSPEAKERS: No loudspeakers or amplification of any kind will be allowed.

INSURANCE: Security guards will be on duty 24 hours a day. However, insurance protection against public liability, theft or damage to exhibitor's equipment must be paid for and carried by the exhibitor. The exhibitor is responsible for furnishing a proper certificate of insurance with liability, fire, theft and damage coverage if requested by show management. The exhibitor agrees to protect and keep harmless the show management from any and all claims that may arise from injury, loss or damage to property or persons, occurring inside or outside the show area.

LIABILITY: The show management will not be liable to the exhibitor, his employees, his agents, or his guests for any damage, loss or personal injury from fire, electricity, water, storm, smoke, theft or any other cause whatever.

EXHIBIT CARE: Exhibits must be in order when the show opens and must be kept that way throughout the progress of the event. A representative of the exhibitor must be on hand at all times during the hours the show is open. Subletting of space is prohibited.

BOOTH SPECIFICATIONS: Exhibits that obstruct the view of neighboring booths or the show in general are prohibited.

PRINTED MATTER: Advertising material may be distributed in individual booths, but its distribution is prohibited anywhere else inside or outside the show area.

PAYMENT AND ALLOTMENT OF SPACE (1) The Show Management reserves the right upon reasonable advance notice to change the location of an exhibitor's booth. (2) It is explicitly agreed by the exhibitor that if he cancels his contract, all payments for space charges will be retained as liquidated damages. (3) If an exhibitor fails to install his product in his assigned exhibit space within the time limit set for opening exhibits or fails to pay the space payments at times specified, or fails to comply with any other provisions concerning his use of exhibit space, the show management shall have the right to take possession of said space and lease same to such parties and upon such terms and conditions as it may deem proper. In the event that it is found impossible to lease said space, the Show Management reserves the right to utilize the said space in any manner deemed expedient in which case liquidated damages from the defaulting exhibitor shall be deemed to be the rental price of the space.

LEASE TERMINATION: In case the show shall not be held for any reason whatsoever, then the rental and lease of space to the exhibitor shall be terminated. In such case the limit of claim for damage and/or compensation by the exhibitor shall be the return to exhibitor of the pro rata amount already paid for space by all exhibitors who contracted for this specific event, less reasonable deductions for legitimate overhead expenses of this show. It is explicitly agreed that the show management shall be released from any and all other claims for damages that may result.

CARE OF EXHIBIT PROPERTY: Exhibitors shall not injure or deface any property in the show area. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

CONTRACT REGULATIONS: This agreement shall not be altered, changed or modified except that it be done in writing and signed by both parties. All points not covered here are subject to a decision by the show management and become a part of this contract without further notice. By signing the space application the exhibitor agrees to abide by rules, regulations and decisions of the show management.

EXHIBITOR USE OF MUSIC/INDEMNIFICATION: Exhibitor agrees that it shall not perform nor have performed for it or on its behalf, either live or by mechanical means of playing by radio, television, VCR, DVD, or any other means, any copyrighted musical composition at the show, unless EXHIBITOR shall first have obtained authorization from the owner of the copyrights of all audio and video material to be performed, or from an agent of the owner legally authorized to grant permission, or license for the public performance of the copyrighted audio and video material. EXHIBITOR shall provide Lake Erie Marine Trades Association (LEMTA), no later than ten (10) days prior to the date of the show, with a copy of each such document authorizing EXHIBITOR to publicly perform copyrighted audio and video material at the show. If EXHIBITOR has not provided copies of such documents to LEMTA as provided herein, EXHIBITOR agrees that it shall not perform or have performed on its behalf, by any means, any copyrighted audio and video material at the show. EXHIBITOR shall indemnify, defend and hold harmless LEMTA, its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, damages, or expenses, including judgments, interest and attorney's fees which LEMTA may, at any time, or from time to time, subsequent to the date of this Agreement, sustain or incur, or become subject to relating to EXHIBITOR's breach of any of its warranties and representations contained herein or the performance or other use of any copyrighted audio or video material or from inviting any customer or guest onto any watercraft for the purpose whatsoever.

BOATING DEMONSTRATIONS: EXHIBITOR, at its own risk, may invite customers and guests onto any watercraft controlled by EXHIBITOR and exhibited in the show.