

## **2011 Bayfront Boat Show Contract (Addendum to Application)**

This agreement is entered into on the acceptance date shown on the application form by the exhibiting company (Exhibitor) and the Marine Industries Association of Collier County, Inc. (MIACC). For and in consideration of the rental sum (identified on the application as "Total Amount Due") including the agreements and covenants contained herein, and the faithful and timely performance by Exhibitor of such agreements and covenants. MIACC hereby grants to Exhibitor the right to use the confirmed space designated as indicated on the official site design of the show located on a portion of the property known as Bayfront, for the period of time indicated in the accompanying information, for the installation, display and removal of exhibitor materials and for no other purpose and shall display and exhibit only those products or services for which the Exhibitor is legally entitled. This agreement is made and entered into upon the following terms and conditions, which are mutually agreed to by both parties.

**1) Show Management** - All decisions regarding space assignment, nature and style of exhibit, floor management before, during and after show hours, interpretations and enforcement of rules and regulations including such amendments and further rules and regulations as may be considered necessary for the proper conduct of the show and all other matters pertaining to the show shall be made solely by the MIACC Boat Show Chair or committee member if chair is unavailable.

**2) Product Displayed** - The show management reserves the right to approve or disapprove an exhibitor's products for display. All products exhibitors wish to display must have prior approval before move-in. Upon initial dealer registration, all lines an exhibitor wishes to display must be as listed/described on the exhibitor application. You will be notified upon review of your request.

**3) Liability** - Exhibitor shall be responsible for obtaining insurance at their own expense in a **minimum amount of \$100,000** and shall provide a Certificate of Insurance to MIACC. Said **certificate shall indicate the MIACC and the Bayfront Inc. as additionally insured.** The Certificate of Insurance must be received by the show management before April 22nd, 2011. Exhibit materials will not be permitted onto the show property without properly authenticated proof of insurance. Exhibitor shall be solely responsible for insuring that all ramps, stairs or boarding devices within or leading into their exhibit space or display units shall be of a type normally suited for such purposes and shall comply with all applicable building codes and safety standards. Neither the MIACC nor their duly appointed representatives shall be liable or responsible for any injury to exhibitors or their employees or their guests or visitors while within the space or spaces contracted for by the Exhibitor nor shall said parties be liable for the loss of any goods from any cause whatsoever while the same are in transit to or from the show or while they are in the exhibit area.

**4) Payment For Space** - Application for space must be submitted on the official contract application form and must be accompanied by the payment specified therein. Signing the application for space will constitute a contract for payment after allocation of space is made by show management. No goods will be permitted to be placed in the exhibition area until all payments for space rental have been completed. Payment for space must be made with irrevocable funds, e.g., certified check, money order, etc., at least 5 (five) business days before the show opens. Show management reserves the right to waive this payment method based on the relationship experience between the vendor/exhibitor and show management.

**5) Deposits For Space** - Deposits for space are not refundable once space is assigned by show management.

**6) Subleasing Of Space** - Exhibitor may not sub-lease, assign or apportion their space. No more than one firm may exhibit in a single space without the written permission of show management.

**7) Ordinance Compliance** - All applicable electrical, fire and health department rules and regulations and all city, state and federal laws shall be complied with. Exhibitor is responsible for compliance with local fire codes.

**8) Character Of Exhibits** - Exhibitor shall conduct business only within the confines of their space. Show management reserves the right to refuse any product that the show management deems does not meet

these standards. Show management reserves the right to decline or prohibit any exhibit or proposed exhibit and/or to prohibit any activity at an exhibit that, in its opinion, is not suitable.

**9) Staffing Of Exhibits** - Exhibits shall be manned during all show hours open to the public.

**10) Hours Of Exhibit** - Show hours will be 10:00 a.m. to 5:00 p.m. Sunday. Show management reserves the right to alter the show hours without advance notice to exhibitors. Show management may require immediate evacuation of the show site including people and/or exhibitors in the event of dangerous weather or governmental interference, without liability.

**11) Installation And Removal Of Exhibits** - Exhibits must set up prior to the opening of the show on the first day of exhibition. No exception will be permitted unless approved by Show Management. Setup date is Saturday, April 30<sup>th</sup>, 2011. Dismantling of exhibits may begin after 5:00 p.m. the last day of exhibition. All products displayed must be removed from Bayfront by the 5:00pm Monday, May 2nd.

**12) Care Of Exhibits** - Exhibitor is required to keep exhibit space neat and attractive. Packing materials must be taken to bulk trash disposal units, not trash receptacles. Homemade or handwritten signs are prohibited. Display may not create a visual block that will detract from adjoining displays. Excessive noise is prohibited.

**13) Display Inspection** - Each and every display will be the subject of an inspection prior to show opening.

**14) Exhibitor Identification** - Show management suggests all exhibitors display name/company badges

**15) Use Of Music** - Any use of music either from tapes, CD's, audio/visual presentations, live entertainment or radio (over speakers) may require that you obtain permission for the use of that music under U.S. copyright laws and show management. If you use music subject to the U.S. copyright laws, it is Exhibitor's responsibility to procure any and all necessary licenses or permission for the use of the music. Exhibitor agrees to indemnify and hold harmless Marine Industries Association of Collier County, Inc. from and against any and all claims, damages, losses and expenses, including attorney's fees, arising out of or related to Exhibitor's failure to comply with any and all applicable laws and regulations under the U.S. copyright laws.

**16) Vehicles And Non-show Employees During Show Hours** - All vehicles must be out of show display areas by opening hours.

**17) Sale Of Merchandise** - Cash and carry sales are permitted. Exhibitor is responsible for collecting and paying all applicable taxes. A receipt must be given to customer listing each item purchased. Boats, trailers, and other such large items cannot be moved onto or removed from the property during the four days of the exhibition.

**18) Exhibits In Parking Areas** - Boat, trailer or other displays are not permitted in the surrounding parking lots during the exhibition, unless expressly authorized by Show Management.

## **Marine Industries Association of Collier County**

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