



Exhibitor Application For Space

NMMA (Payment Center)

33928 Treasury Center

Chicago, IL 60694

(Contact NMMA for Overnight Delivery Info)

New York Boat Show

Jacob K. Javits Convention Ctr New York, NY

January 19 - 23, 2011

Points: Show: Total:

Company Name:

Address:

City

State/Province

Zip/PostalCode

Phone: Cell: Fax: Web:

Company Contact: Contact Email:

Bill to: (IF DIFFERENT FROM ABOVE)

Address:

City

State/Province

Zip/PostalCode

Phone: Cell: Fax: Web:

Billing Contact: Billing Contact Email:

* In order to receive the NMMA member rate for exhibit space, membership dues must be paid by July 1, 2010 for fall shows and by December 1, 2010 for winter shows. To review your status, please contact Bryan Welsh, NMMA Membership Director, at 312.946.6276 or bwelsh@nmma.org. Please make all checks payable to NMMA. All checks must be made in U.S. funds drawn on an U.S. account. A \$25 fee will be added to your account for all returned checks.

Rate Information (in Square Feet)

Table with 6 columns: NMMA Member*, Non-Member, NMMA Member*, Non-Member, NMMA Member*, Non-Member. Rows: Regular Booth, Regular Bulk.

PLEASE DO NOT WRITE IN THIS SPACE:

Table with 7 columns: Order No, Booth No, Floor/Area, Unit Price, Dimensions, TotalSqFt, Total Cost.

Payment Schedules:

25% Due on 7/15/2010
50% Due on 9/01/2010
25% Due on 11/01/2010

TO BE FILLED OUT BY EXHIBITOR

What products/services will you be exhibiting?

Please list brand names:

- Our company is a: Manufacturer, Marine Services, Wholesaler, Mfg. Rep., Travel Resort/Tourism, Outfitter / Guide Service, Dealer, Retailer and/or Marina

New Exhibitors

The dimensions we prefer are X

Total Sq.ft requested:

X Rate = Total \$

25% deposit due on or before November 01, 2010 100% there after

The Terms and Conditions set forth herein are binding on NMMA only after the application is executed by NMMA and returned to the Exhibitor. Once NMMA executes the application, the application becomes a binding contract between NMMA and the Exhibitor and includes all the terms on both the face of this application and the Terms, Rules and Regulations on the reverse side of this application including NMMA's Allocation Procedures and Display Guidelines ("the Terms and Conditions"). The Exhibitor agrees to be bound by all such Terms and Conditions. Any Exhibitor requests for cancellation or cutbacks and any space changes are subject to these Terms and Conditions. By signing and submitting this form to NMMA, the Exhibitor acknowledges, agrees and consents to receipt of notices from NMMA and its affiliates by facsimile or electronically, using the contact information set forth on this form.

Your Name: Signature: Date:

Questions? Please call NMMA Signature: Date:

Bulk: Bob McAlpine PH:(800)225-1577 FAX:(617)472-0159 EMAIL:bmcalpine@nmma.org
Booth: Mr. Dan Castellano PH:(212)984-7012 FAX:(212)564-2728 EMAIL:dcastellano@nmma.org

NEW YORK BOAT SHOW TERMS, RULES AND REGULATIONS

Rules and Regulations related to the allocation of space and show display guidelines are all those adopted by the National Marine Manufacturers Association (NMMA) Shows Committee and are a binding part of the Exhibitor contract. These rules are printed annually in the booklet "NMMA Allocation Procedures and Display Guidelines". This booklet and any later additions, corrections or clarifications made by NMMA are a binding part of the Exhibitor contract. These guidelines may be found on our website, or contact Show Management for a current hard copy.

1. ADMISSIBLE EXHIBITS

a) Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.

b) NMMA reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application.

c) Exhibitor agrees that NMMA may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

2. PAYMENT FOR SPACE AND OTHER NMMA PRODUCTS, SERVICES & MEMBERSHIP DUES

a) Member rate applies only to space occupied by the member's own products.

b) All Exhibitor accounts with NMMA must be paid in full, by check or bank wire transfer no later than 60 days before Exhibitor's scheduled show move-in date. This includes payments for space deposits and any other balance due to NMMA for products, services, certification, dues or assessments purchased by Exhibitor or otherwise due to NMMA. Exhibitors who are not paid in full on all balances due to NMMA as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.

c) NMMA members must be in Good Standing at July 1st preceding the fall shows and December 1st preceding the winter shows, to receive the member discount. Good Standing requires 100% of member dues for the current membership year to have been paid, all space deposits for the show to have been made, and all other balances for products, services, certification, Grow Boating assessments and other monies due to NMMA, be not more than 60 days past due. "First time members" joining NMMA, must be in Good Standing by 30 days before the show is scheduled to open to receive the member rate.

d) Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund.

3. CANCELLATIONS, CUTBACKS, and SPACE CHANGES

a) Should the Exhibitor wish to cancel this contract, the Exhibitor must contact NMMA and notice of the cutback or cancellation must be confirmed by NMMA. A contract cancellation penalty representing all or a portion of the total contract price will be assessed according to the following formula:

25% contract penalty—91 days or more prior to the first day of move-in/set-up.

50% contract penalty—90 days or less prior to the first day of move-in/set-up.

75% contract penalty—60 days or less prior to the first day of move-in/set-up.

100% contract penalty—30 days or less prior to the first day of move-in/set-up.

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past NMMA Show or service or used as a deposit for show space. It may not be used for a different show in a different market, and must be used within 12 months of written notice of cancellation. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a check for this shortfall to NMMA once the cancellation or cutback has been confirmed.

b) For all Exhibitors requesting a space reduction, NMMA reserves the right to relocate the exhibit or reconfigure it as determined by NMMA. In the event that show space must be reallocated after contracts have been accepted and signed, NMMA has the right to relocate the Exhibitor's space.

4. DISPLAY CHARACTERISTICS – See Allocation Procedures & Display Guidelines

5. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by NMMA or, if no alternative is available, are required to forfeit their show participation rights.

6. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

7. SALE OF MERCHANDISE

NMMA reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

8. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

a) Exhibitor releases NMMA, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.

b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the New York Boat Show, Jacob K. Javits Center, New York, NY.

National Marine Manufacturers Association, Inc., and their managers, contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, NMMA or their respective employees or contractors.

c) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than the State of Illinois to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking

equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the personal jurisdiction of, the courts of the state of Illinois located in the City of Chicago, or the United States District Court for the Northern District of Illinois. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against Exhibitor by Show Management for the collection of fees or other sums due Show Management pursuant to this Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.

d) Attorney Fees - Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

9. ACTS OF GOD

NMMA shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease); except that if such events prevent Exhibitor's show space being made available to Exhibitor, NMMA shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

10. INSURANCE

a) NMMA shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of NMMA or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by NMMA for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that state's governing authorities.

ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$1,000,000 and endorsed with National Marine Manufacturers Association, Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's.

iii) Exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$1,000,000 endorsed with National Marine Manufacturers Association, Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to NMMA no later than 30 days before the scheduled move-in date for the show.

c) The Exhibitor understands that neither the National Marine Manufacturers Association nor the Jacob K. Javits Center maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, service mark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless NMMA and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

12. RULES AND REGULATIONS

a) NMMA shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any applicable NMMA terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, state, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle NMMA to terminate NMMA's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.

NMMA's decision on all such matters shall be final.

b) Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse NMMA's trademarks ("the NMMA Marks") and other intellectual property. If, in the reasonable belief of NMMA, (i) Exhibitor's activities infringe any of the NMMA Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the NMMA Marks on websites or in domain names, met tags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of NMMA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from NMMA's boat show websites and to Exhibitor's website web searches using the NMMA Marks, NMMA reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. NMMA's decision on all such matters shall be final.

c) No failure by NMMA to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that NMMA may have under this Agreement shall impair any right, power or remedy that NMMA may have under this Agreement.

NEW YORK BOAT SHOW RULES & REGULATIONS

- **Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.**
- **Exhibits must be set up and staffed during all open show hours.**
- **All semi and non-related product exhibits must display a nautical theme. Non-compliance can/will result in loss of renewal rights.**
- **Video or audio equipment is permitted, but must be operated so as not to create a disturbance.**
- **Space must be Paid In Full by 11.27.2010 in order to receive exhibitor credentials.**
- **All exhibitors must submit an appropriate certificate of insurance prior to 1.7.2011.**

Produced by:



www.discoverboating.com

2011 NEW YORK
BOAT SHOW