These Exhibitor Terms, Rules and Regulations ("rules") are included in, and a part of, the Exhibitor Application/Contract ("Agreement") for exhibit space (including both digital and physical offerings) entered into by exhibitor with the National Marine Manufacturers Association (referred to herein as "NMMA" or "show management.) for the boat show specified therein ("show)". Each exhibitor, on behalf of laser fand lis employees, officers, directors, agents, and contractors, agrees to abide by these rules and by any amendments or additions hereafter made by show management. Show management has the right to adopt additional actions of the properties of th

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. Show Guide/Use of Materials & Marks. Exhibitor understands and agrees that it (including its name, logo, contact, and other information and materials) will be included in the printed, digital and/or online version(s) of the show guide (collectively, the "Show Guide"), on the Digital Boat Show Platform (as defined below) and otherwise used by show management in connection with the 8. Show Guide/Use of Materials & Marks. Exhibitor understands and agrees that it (including its name, logo, contact, and other information and materials) will be included in the printed, digital and/or online version(s) of the show guide clockiety, the "Show Guide"), on the Digital Boat Show Platform (as defined below) and otherwise used by show management in connection with the how. Exhibitor may, in accordance with the terms of the Agreement, submit photographs, video and other footage, digital and other images, text, brochures, product pricing and specs, sales materials, warranty information, promotional and other materials (collectively, "materials"), to show management (including its contractors, agents, and affiliates) a preptaul, irrevocable, worldwide, royally-free, sublicensable, transferrable, non-exclusive license to display, modify, edit, translate, transmit, create derivative works from, make available and otherwise use exhibitor's name, logo, trademarks, and service marks (collectively, "marks") and all materials submitted to show management (including its contractors, agents, and affiliates) a prepticular, evidentially, publishing, developing, promoting, producing, maintaining, improving, offering and delivering the Show, Show Guide and/or Digital Boat Show Platform and promoting ne exhibitor's products and/or services. To the extent name badges issued to exhibitor and its employes, contractors, and representatives in connection with the show include photographs of such individuals, exhibitor hereby grants show management (including its contractors, agents, and affiliates) the right to use such images on the Digital Boat Show Platform and promoting, be exhibitor's products and/or services. To the extent name badges issued to exhibitor and its employee, contractors, and representatives in connection with the show include photographs of such individuals, exhibitor by grant show management (including its contractors, agents, and affiliates) the right to use such images on the Digital Boat Show Pl

ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. Force Majeure. Show management shall not be liable for any failure to perform its obligations under the Agreement, these rules or the Additional Rules or for any liability, cost or expense arising out of or in connection with its decision to cancel the show due to circumstances beyond its reasonable control including, without limitation, hurricanes, tornados, fires or other natural disasters, terroism, riots, sabotage, strikes, labor disputes, war, any act or omission of any overnment or government authority, declarations or orders of government, power failure, computer failure, telecommunications failure, cutaliment of transportation facilities, infectious disease, epidemic, or other similar cause or other events beyond its control, including emergency or non-emergency conditions (each a "force majeure event). In the event show management cancels, postpones, or delays the show or exhauste failure. enlegency continuous gear a more imagence evenir, in the event show interagence management cannes, pospores, or dealsy the show otherwise fails to perform its obligations under the Agreement due to a force majeure event, show management will not be liable or responsible for any damages, losses, fines, fees, penalties, or other expenses incurred by exhibitor in connection with such failure. Notwithstanding the foregoing, in the event the show is cancelled due to a force majeure event or a fore majeure event prevents exhibitor's show space from being made available to exhibitor at the start of the show, the Agreement shall terminate and exhibitor hereby waives any claim for property or other damages or compensation except for a pro-rata refund on the amount

paid by exhibitor under the Agreement after deduction of expenses and losses incurred by show management in connection with said show and there shall be no further liability on the part of either party.

11. Security. Show management and its employees, officers, directors and agents are not and will not be liable or responsible for any theft, loss, or damage of whatever nature, direct or indirect, of an exhibitor's valuables, goods, products or property arising from or in connection with any cause, act or omission whatsoever with the exception of loss or damage caused solely by show management's gross negligence. Exhibitor is solely responsible for the safety and security of its property, valuables, products, and goods. Exhibitor is required to follow and use all of the security arrangements made by show management for property and valuables when the show is not open. ables when the show is not open.

12. Insurance. Exhibitor must maintain the following insurance at all times during the show, including move-in and move-out periods: (i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in such amounts and in accordance with the statutes, rules and regulations promulgated by that states governing authorities; (ii) Commercial Ceneral 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 NMMA, and other parties as delineated in the sample insurance certificate provided to exhibitor), as Additional Insureds; and (iii) exhibitors using owned, leased, rented in the sample insurance certificate provided to exhibitor), as Additional insureds; and (iii) exhibitors using owned, leased, refited or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per contense limit of not less than \$500,000 endorsed with National Marine Manufacturers Association, Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's. Certificates of insurance, with the limits, delineated in the sample insurance certificate provided to Exhibitor, as Additional Insurance's Certificates of insurance, with the limits deduced now-in date for the show. Exhibitor understands and agrees that neither show management nor the venue maintain insurance covering the exhibitor's property and it is the exhibitor's sole responsibility to obtain such insurance. Exhibitor waives any rights of subrogation available to exhibitor's the insurance underwire.

to exhibitor or its insurance underwriters.

13. Copyrights & Other Intellectual Property Rights. Exhibitor may not play or otherwise publicly perform copyrighted music or

property and it is the exhibitor's sole responsibility to obtain such insurance. Exhibitor waves any rights of subrogation available to exhibitor or its insurance underwriters.

13. Copyrights & Other Intellectual Property Rights. Exhibitor may not play or otherwise publicly perform copyrighted music or other materials absent a valid written license agreement with all rights holders in and to such music or materials. Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, exhibitor's or exhibitor's agents' or employees' incorporation ruse during the show of any music, written material, dramatic rights, inventions, devices, products, images, footage 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 show managements funding its Affiliates, directors, officers, employees, agents, and members) from and against any and all 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, Global Music Rights or other licensing organization for playing copyrighted musics.

14. Use of NMMA Trademarks. NMMA's name and logos, including the name of the show and NMMA's other trademarks and materials (collectively, 'NMMAM Marks') are proprietary and may not be used by exhibitor in its materials, signs, advertising, promotions, product literature, or on its website(s) or social media accounts either inside or outside the exhibit area. This rule reasonable belief of NMMA, exhibitor's activities or use of the NMMA Marks (i) infringe any of the NMMA Marks (iii) include the vertice of the proprietary and agreed to exhibitor's used the exhibit area. This rule reasonable belief of NMMA, exhibitor's activities or use of the NMMA Marks (

and materials required to enable disabled individuals to participate equally in the Exhibitor's exhibit or access its materials 17. Waliver, Release & Indemnification. Exhibitor, without regard to assignment, lease, sublease or dealer coupancy, hereby agrees to indemnify, hold harmless, defend and reimburse show management, the New York Boat Show, Jacob K, Javits, Convention Center, New York, NY National Marine Manufacturers Association, Inc, and their respective managers contractors, directors, officers, employees, agents and members, and each of them (collectively, indemnities"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including budgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which including but not limited to. (Oi the negliacnee, omass nealigence, intentional misconduct or criminal acts or omissions of exhibitor. including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of exhibitor (including its directors, officers, employees and agents) in the performance or breach of these rules, the Additional Rules or the 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, death or illness of any persons, or any loss of, to any to ment, or any representation of covernant set out in herein, up in any injury to use and on intess or any persons, or any toss or, through theft or otherwise, or damage to, properly arising in any way in connection with the use and enjoyment, or any other person or entity present with the permission, express or implied, of exhibitor of the space, equipment of the show space or half; (iv) the use of fee quipment, 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 willfull misconduct of show management (including its employees or controlors). Exhibitor,

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 show management, (including its employees or contractors). Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, acknowledges exhibiting and attendingshow increases the risk of its employees, agents and contractors contracting or spreading COVID-19 and hereby agrees to forever indemnify, release and hold show management, including its officers, directors, managers, agents, employees, and other reprenentatives, harmless from any and all claims, actions, or causes of action which Exhibitor (or its employees) may now have, or which may hereafter accrue, whether for personal injury, illness, death, or properly damage, whether known or unknown, arisentatives, harmless from any and all claims, actions, or causes of action which Exhibitor (or its employees) may now have, or which may hereafter accrue, whether for personal injury, illness, death, or properly damage, whether known or unknown, arisentatives, and any resulting from its participation or attendance at the show, usage of show property or the show venue during the COVID-19 pandemic. SHOW MANAGEMENT'S AGREGATE ILMBILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY EXHIBITOR UNDER THE AGREEMENT, IN NO EVENT SHALL SHOW MANAGEMENT BE LIMITED ARISING ANY SPECIAL, CONSEQUENTIAL, INCIDENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THESE LIMITATIONS SHALL APPLY NOTHITSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. Applicable Law. The Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Illinois without regard to its rules reg

## NEW YORK BOAT SHOW RULES & REGULATIONS

- chibits 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. Any royalty fees and applicat are the responsibility of the contracted exhibitor.

- are the responsibility of the contracted exhibitor.

  Space must be Paid in Full by 10/15/22.

  All exhibitors must submit an appropriate certificate of insurance prior to 12/15/22.

  All bulk space exhibitors are required to pre-ship their carpet/flooring by predetermined deadline to the designated advanced warehouse.

  Boat Information & Layout must be submitted by 11/15/22.

  Exhibitors are responsible for any refuse removal costs associated with exhibit material or display items left behind.

  Duplication of boat brands in more than one display is not permitted without the written consent of the New York Boat Show management, brand manufacturer, and brand dealer who exhibited in the previous year's show.

