

# MAINE BOATS, HOMES & HARBORS SHOW 2012: AUGUST 10-12, 2012

MAIL CONTRACT & PAYMENT TO: MAINE BOATS, HOMES & HARBORS, P.O. BOX 566, ROCKLAND, ME 04841 • FAX 207-593-0026

## PART I: EXHIBIT SPACE APPLICATION

Date: \_\_\_\_\_

Company: \_\_\_\_\_ Are you a  Corporation  Sole Proprietor?

If sole proprietor, Business Name for promotional materials: \_\_\_\_\_

If corporation, Title of officer signing this agreement \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web: \_\_\_\_\_

Federal ID or Maine State Sales & Use Tax Resale Number: \_\_\_\_\_

### INSURANCE IS REQUIRED

I will be sending insurance certificate listing Maine Boats, Homes & Harbors as "additional insured." (See Section 4.)

I will need insurance. Please send me information regarding short-term show liability insurance.

### SPACE WILL BE ALLOCATED ON A FIRST-COME, FIRST-SERVED BASIS. INDICATE PREFERENCES.

**In-tent Booth(s):** 10' deep x 10' wide. Price includes one 8' table & 2 chairs, **IF requested**. Includes electricity, pipe & drape.

Number of booths \_\_\_\_\_ @ \$525 = \$ \_\_\_\_\_ **Total In-tent Booths:** \$ \_\_\_\_\_

We will need \_\_\_\_\_ table(s) \_\_\_\_\_ chair(s). *After the first table, the cost is \$10/each.* **Additional Tables:** \$ \_\_\_\_\_

**Land-Space Exhibitors: No shelter or furniture is provided.** Please bring your own table, chairs, and pop-up tent.

10' deep x 10' wide @ \$515 = \$ \_\_\_\_\_ 15' deep x 20' wide @ \$1,350 = \$ \_\_\_\_\_

10' deep x 15' wide @ \$675 = \$ \_\_\_\_\_ 15' deep x 25' wide @ \$1,650 = \$ \_\_\_\_\_

10' deep x 20' wide @ \$895 = \$ \_\_\_\_\_ 15' deep x 30' wide @ \$2,000 = \$ \_\_\_\_\_

10' deep x 25' wide @ \$1,125 = \$ \_\_\_\_\_ **Total Boats on Shore:** \$ \_\_\_\_\_

### In-Water Boat(s):

Dockside space is \$5.50 per square foot stern to and \$7.00 side to, calculated by multiplying total length (**must include** bowsprit, boomkin, stern platform, etc.) by maximum beam. (*List additional boats on separate sheet.*)

Indicate **preference** of side-to or stern-to; **space is allocated on a first-come, first-served basis.**

**Boat 1:** \_\_\_\_\_ x \_\_\_\_\_ x \$5.50 = \$ \_\_\_\_\_ stern to  
Length Max Beam \$7.00 = \$ \_\_\_\_\_ side to  
Draft: \_\_\_\_\_ Type:  Power  Sail  
Boat name: \_\_\_\_\_

**Boat 2:** \_\_\_\_\_ x \_\_\_\_\_ x \$5.50 = \$ \_\_\_\_\_ stern to  
Length Max Beam \$7.00 = \$ \_\_\_\_\_ side to  
Draft: \_\_\_\_\_ Type:  Power  Sail  
Boat name: \_\_\_\_\_

**Total In-Water Boats:** \$ \_\_\_\_\_

**TOTAL COST FOR EXHIBIT SPACE:** \$ \_\_\_\_\_

Please contact me about sponsorship and advertising opportunities.

**PAYMENT: A CREDIT CARD MUST BE ON FILE** to cover any expenses incurred at the show (e.g. additional credentials, redeemed guest passes, extra tables and chairs, or additional electric).

Mastercard  Visa Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature \_\_\_\_\_

**EXHIBIT SPACE PAYMENT: 50% deposit due with signed contract. Balance due May 1, 2012.**

Check: Please make payable to Maine Boats, Homes & Harbors Show Amount enclosed: \$ \_\_\_\_\_

Credit card: Please charge credit card shown above  50%  100%

I give MBH&H permission to charge the balance on May 1

### IMPORTANT TERMS & SIGNATURE REQUIRED ON REVERSE.

FOR MBHH USE CONTRACT \_\_\_\_\_ DATE \_\_\_\_\_ SALESPERSON \_\_\_\_\_  
MONEY REC'D \_\_\_\_\_ DATE \_\_\_\_\_ SPACE ASSIGNED \_\_\_\_\_  
MONEY REC'D \_\_\_\_\_ DATE \_\_\_\_\_  REPEAT  NEW

## PART II: EXHIBIT SPACE CONTRACT

THIS AGREEMENT (herein called the "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between

MAINE BOATS, HOMES & HARBORS, INC., a Maine corporation with a place of business in Knox County, Maine ("hereinafter "MBH&H"), and

\_\_\_\_\_, (hereinafter called "Exhibitor") with a principal place of business as stated in Part I of the application.

### MBH&H and Exhibitor agree as follows:

**SECTION 1. Licensed Space.** MBH&H hereby licenses to Exhibitor, and Exhibitor hereby accepts the following license from MBH&H, subject to the terms and conditions of this License the area more particularly described in Part I: Exhibit Space Application annexed hereto and made a part hereof, (the "Space") for the consideration stated in Part I: Exhibit Space Application. MBH&H will notify Exhibitor at least two weeks prior to the Show of the tentative location of the Space at the Show. MBH&H's selection of the location of the Space may be changed at its sole discretion.

**SECTION 2. Payment.** Fifty Percent (50%) of the total balance due must be submitted with this signed contract. The remaining balance is due May 1, 2012. If full payment is not received by May 1, 2012, inclusion in all show-related materials will be forfeited.

Additionally, Maine Boats, Homes & Harbors, Inc. will no longer guarantee the reservation and may, at its sole discretion, release, reduce, or resell the display space. For contracts submitted after May 1st, payment must be received in full, payable by credit card at the time of signing of this License. Any exception to this policy shall be at the sole discretion of MBH&H. Exhibitor must be paid in full before it is allowed to move into the Show. All accounts with Maine Boats, Homes & Harbors Magazine must be current.

**SECTION 3. Cancellation.** An exhibitor who elects to cancel their contracted space for any reason prior to May 1, 2012, will be charged Fifty Percent (50%) of the license fee for the Space. Cancellations occurring after May 1, 2012 will be charged One Hundred Percent (100%) of the license fee for the Space.

**SECTION 4. Liability.** All exhibitors shall, at their own expense, provide Commercial General Liability coverage of no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, with an aggregate limit of \$2,000,000, Automobile Insurance Liability with Bodily Injury and Property Damage Combined single limit of not less than \$1,000,000; Workers Compensation coverage, where required by law; and Protection & Indemnity coverage of not less than \$1,000,000 for those exhibitors with watercraft being exhibited in the water. Exhibitors shall not be allowed to set up without a certificate of insurance being delivered to MBH&H naming Maine Boats, Homes & Harbors as an "ADDITIONAL INSURED" with regard to General Liability, and Protection & Indemnity if applicable for the dates of August 9-13, 2012. The insurance company providing this coverage must be licensed to do business in the State of Maine and must have a "Best Rating" of A- or better, or be a company acceptable to MBH&H. Certificates of Insurance shall be mailed to Maine Boats, Homes & Harbors or faxed to 207-593-0026.

MBH&H, its officers, directors, contractors, and employees, shall not be responsible for any injury or property damage suffered by Exhibitor, their/its employees, invitees, guests or visitors unless caused by the intentional act of MBH&H. Exhibitor does hereby indemnify, save and hold harmless MBH&H, its officers, directors, contractors and employees, from every claim for damages including, but not by way of limitation, every claim for bodily injury, personal injury, property damage or for loss of use of property, by whomsoever sustained, in any way arising from this License. Said indemnification shall include MBH&H attorney's fees and other costs.

Exhibitor agrees that it will use and occupy the display space and use such other portions of the premises for the Show as it is herein given the right to use at its own risk and that MBH&H shall have no responsibility or liability for any loss of or damage to fixtures or other property of the Exhibitor, unless caused by MBH&H's intentional act. MBH&H shall not be responsible or liable to the Exhibitor, or to those claiming by, through or under the Exhibitor, for any loss or damage caused by acts or omissions of persons occupying adjoining space or any part of the Show. IN NO EVENT SHALL MBH&H BE LIABLE TO EXHIBITOR FOR INDIRECT OR CONSEQUENTIAL DAMAGES AND MBH&H EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT FOR THOSE SET FORTH HEREIN.

**SECTION 5. Installation and Character of Exhibits.** All exhibits are to be installed according to the instructions of MBH&H who will provide times and requirements for setting up and dismantling exhibits. Exhibits must be designed, constructed and operated in good taste and in a safe manner, and MBH&H shall have the right to require the removal, relocation or the modification of any display, exhibit or part thereof. All exhibitors must provide safe ladders, boarding steps, etc. where necessary to access boats. All business and display materials must take place and be kept within the Space. No explosives, fuels or other combustible matter may be brought into the Space. No animals are allowed on show grounds (except pre-qualified BYD contestants). Tent exhibits are limited to an eight-foot backdrop and three-foot side curtains, erected so as not to obstruct the view of neighboring exhibits and all exhibits must be properly secured. All afloat exhibitors shall be solely responsible for the safety of their own boat while at the Show, and they shall be solely responsible for any damage that their boats may cause while entering or leaving the Show or while on exhibit. All boats in the water shall comply with all rules, laws and regulations including those of the United States Coast Guard.

**SECTION 6. Subleasing.** Exhibitors shall not sublease and/or share any part of their space without advanced written consent from MBH&H which may be withheld.

**SECTION 7. Late Set-up Forfeiture.** Exhibitors who do not set up on schedule may, at the discretion of MBH&H, have their designated space changed or transferred to another exhibitor. The removed exhibitor shall not be entitled to a refund or any resulting damages.

**SECTION 8. Dismantling Exhibits.** Because each person who purchases a ticket to the Show has the right to see all exhibits, no exhibit or portion thereof may be closed during show hours or removed until Sunday, August 12, 2012 at 4:00 p.m. Failure to comply will have a direct effect on the opportunity to exhibit at future shows. Following the close of the show, exhibits will be removed according to the instructions of MBH&H.

**SECTION 9. Weather.** The Exhibitor and MBH&H agree that neither MBH&H, nor any of its employees or agents, shall be liable for loss, damage, third-party damages, claims or loss to property, person or vessels in the event of acts of God, storms, floods, high winds, gales or hurricanes. MBH&H reserves the right to order an evacuation of the show, or to take whatever action it deems appropriate regarding weather conditions or other circumstances that may occur. Exhibitors agree to comply with such directions which may include the immediate evacuation and removal of Exhibitor's display, vessels and related personal property from the show. It shall, however, under all circumstances, be the Exhibitor's responsibility to care for and protect its property which may include the removing of its vessels in a timely manner. The Exhibitor agrees that all vessels will contain, at all times, sufficient ground tackle for hurricane conditions.

**SECTION 10. Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

**SECTION 11. Governing Law.** This Agreement will be governed by the laws of the State of Maine without regard to conflicts of laws principles.

**SECTION 12. Jurisdiction; Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Maine, County of Knox, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Maine, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

**SECTION 13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**SECTION 14. Notice.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (d) via email, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

#### If to MBH&H:

Maine Boats, Homes & Harbors, Inc.

218 Main Street, Suite 300 or P.O. Box 566, Rockland, ME 04841

Tel: 800-565-4951 or 207-594-8622 • Fax: 207-593-0026 • showinfo@maineboats.com

#### If to Exhibitor:

**SECTION 15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between MBH&H and Exhibitor with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

Therefore, the parties hereto have executed this Agreement on the date first above written.

MAINE BOATS, HOMES & HARBORS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hereunto Duly Authorized

EXHIBITOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hereunto Duly Authorized