



**August 9-11, 2013**

## WHAT YOU NEED TO DO

In order to ensure that all of your booth/space requirements are determined before the show, please use the following checklist.

Note about in-tent booth spaces:

Booth spaces in tents are **8' deep x10' wide**.

Included in the booth price is:

- \* One 8' Table. Additional tables can be ordered for \$10.
- \* Two Folding Chairs

*Please indicate the total number of tables and chairs you wish on your contract, including those that are included in the price. Please write 0 if none are needed. We want to minimize the amount of moving unnecessary items. Thank you.*

\* 110v Electricity (if you need additional electricity there is a charge of \$150)

\* Pipe & Drape. Please see diagram for booth layout. Pipe and drape is 8' at the back and 3' on the side.

*8' drape on the sides is available if requested in advance. Please use the special request form if you wish something other than the standard.*

Please note that all forms should be returned to the Maine Boats, Homes & Harbors office via:  
 Fax: 207-593-0026 or Email: [showinfo@maineboats.com](mailto:showinfo@maineboats.com)

√	FORM	DEADLINE DATE
	Show contract & payment	As soon as possible for best space options
	Guest Tickets	July 15 latest
	Exhibitor Badges	July 15 latest
	Insurance requirements	Info only
	Insurance Certificate	July 15 latest
	Special requests	July 15 latest

# MAINE BOATS, HOMES & HARBORS SHOW 2013: AUGUST 9-11, 2013

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 need insurance. Booth & land space exhibitors, contact [www.kandkinsurance.com](http://www.kandkinsurance.com) or 1-877-648-6404 for details.

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

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

Number of booths \_\_\_\_\_ @ \$580 = \$ \_\_\_\_\_ **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.**

Land space is \$5.65/square foot. The minimum space size is 10' x 10' (\$565). Larger spaces must be in 5' increments.

**Land 1:** \_\_\_\_\_ deep x \_\_\_\_\_ wide x \$5.65 = \$ \_\_\_\_\_

**Land 2:** \_\_\_\_\_ deep x \_\_\_\_\_ wide x \$5.65 = \$ \_\_\_\_\_

**Total Land Spaces:** \$ \_\_\_\_\_

### In-Water Boat(s):

Dockside space is \$6.00 per square foot stern to and \$7.70 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 \$6.00 = \$ \_\_\_\_\_ stern to  
Length Max Beam \$7.70 = \$ \_\_\_\_\_ side to  
Draft: \_\_\_\_\_ Type:  Power  Sail  
Boat name: \_\_\_\_\_

**Boat 2:** \_\_\_\_\_ x \_\_\_\_\_ x \$6.00 = \$ \_\_\_\_\_ stern to  
Length Max Beam \$7.70 = \$ \_\_\_\_\_ 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).

MC  Visa  Discover Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ 3-digit code \_\_\_\_\_

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

**EXHIBIT SPACE PAYMENT: 50% deposit due with signed contract. Balance due May 1, 2013.**

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

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

Please check this box if credit card can be charged for 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 _____	<input type="checkbox"/> REPEAT <input type="checkbox"/> 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, 2013. If full payment is not received by May 1, 2013, 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, 2013, will be charged Fifty Percent (50%) of the license fee for the Space. Cancellations occurring after May 1, 2013 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; Commercial 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 8-12, 2013. 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 whomever 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.

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

MAINE BOATS, HOMES & HARBORS, INC.

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

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

Hereunto Duly Authorized

**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 11, 2013 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 changed with the amendment.

EXHIBITOR

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

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

Hereunto Duly Authorized



## GUEST TICKETS

*Invite key clients to see you at the show!  
Your first four\* are on us!*

New this year exhibitors receive **4 FREE GUEST TICKETS \*PER SHOW SPACE!**

Order as many\* as you like pre-printed with your company name.

We charge only for those redeemed at the show \$6 per ticket (that's half price!).

**Would you like to order more guest tickets for VIP customers, family and friends?**

No, thanks!

Yes! (If, yes, complete and return this form or order online

<http://www.maineboats.com/boatshow/exhibitors/forms-downloads>)

**Do you authorize MBH&H to charge you \$6 per guest ticket (within 30 days of the show) if additional guests show up for whom guest tickets have not already been provided/ordered?**

No

Yes (If yes, we must have your credit card number **on file** to process your request.)

In addition to my complimentary guest tickets for which I understand I will not be charged,

I would like to order \_\_\_\_\_ more guest tickets to be charged if redeemed at the show.

(\*Orders greater than 75 will be charged a \$20 printing fee.)

Company Name: \_\_\_\_\_

*(as you would like it to appear on your Guest Tickets)*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of person ordering tickets: \_\_\_\_\_

\_\_ Visa \_\_ MC \_\_ Disc Card # \_\_\_\_\_ Exp \_\_\_\_\_ 3-digit code \_\_\_\_\_

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

Please **mail** my GUEST TICKETS

Please **hold** my GUEST TICKETS at Will Call

I would like to **pick up** my GUEST TICKETS at the MBH&H office by July 15

*Tickets ordered after July 15 can be picked up during the show at the Will Call office.*

**COMPLETE ORDER FORM AND RETURN BEFORE JULY 15, 2013 TO:**  
Maine Boats, Homes & Harbors Show, P.O. Box 566, Rockland, ME 04841  
Tel 207-594-8622 Fax 207-593-0026 Email [showinfo@maineboats.com](mailto:showinfo@maineboats.com)



## EXHIBITOR BADGES

**Deadline Date: July 15, 2013**

Exhibitors will receive **five (5)** exhibitor badges for every unit of space rented, regardless of size. One booth space, one outdoor space, or one in-water space constitutes a "unit of space" and equals five free badges. In the spaces below please fill in the names of those persons who will require badges. **This applies to ALL exhibit personnel in your booth, whether they are working every day or one day only.**

**Additional Badges** with printed names for your exhibit staff are available for \$5 each. A credit card must be on file for additional badges to be charged.

**Blank Badges** give you maximum flexibility if you are unsure who will be staffing your exhibit or expect staffers to rotate in shifts. If you are planning on rotating badges through multiple staffers, please indicate that you want your company name only by writing "Blank" in the name section.

**Badges will be available** at the show office during check-in. It is your responsibility to distribute the badges among your staff. Please note that badges can be left at the show office for pickup during the show.

Badges requested by: \_\_\_\_\_ Tel: \_\_\_\_\_

**PLEASE PRINT CLEARLY AS THE FOLLOWING INFORMATION WILL BE APPEAR ON YOUR BADGES**

**COMPANY:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**NAMES:** *(please print clearly)*

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

**PLEASE LET US KNOW YOUR POLICY FOR THE FOLLOWING:**

Do you authorize MBH&H to charge you \$5 per exhibitor badge if a staff person shows up without a badge and a new or duplicate badge must be made?  Yes  No **If you check yes, we MUST have a credit card number on file.**

To purchase any additional exhibitor badges at a cost of \$5.00 each, a check or credit card payment must accompany this form. Please make checks payable to **Maine Boats, Homes & Harbors.**

I wish to purchase \_\_\_\_\_ additional exhibitor badges @ \$5.00 each = \$ \_\_\_\_\_.

Amount \$ \_\_\_\_\_  Please find my check enclosed. Check Number \_\_\_\_\_

\_\_ Visa \_\_ MC \_\_ Disc Card # \_\_\_\_\_ Exp date \_\_\_\_\_ 3-digit code \_\_\_\_\_

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

**NOTE: You may also submit this form online at [www.maineboats.com/boatshow/exhibitors/forms-downloads](http://www.maineboats.com/boatshow/exhibitors/forms-downloads)**

**COMPLETE ORDER FORM AND RETURN BEFORE JULY 15, 2013 TO:**  
 Maine Boats, Homes & Harbors Show, PO Box 566, Rockland, ME 04841  
**Tel 207-594-8622 Fax 207-593-0026 Email [showinfo@maineboats.com](mailto:showinfo@maineboats.com)**



# CERTIFICATE OF LIABILITY INSURANCE

—MANDATORY FOR ALL EXHIBITORS—

## DUE: JULY 15, 2013

Each exhibitor is required, by contract, to carry \$1,000,000 minimum of General Liability to cover exhibit space occupied at the show for the safety and security of other exhibitors, the attending public, the show producer, and yourself.

### **Option 1: Your Own Insurance Company**

*(The following must be included on the Insurance Certificate)*

**Insured:** Your full Company Name as listed on your contract

**Valid Certificate:** Must show insurance is valid through August 12, 2013

**Additional Insured:** Maine Boats, Homes & Harbors, Inc.

**General Liability:** A minimum Commercial General Liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate as well as applicable auto and workman's compensation.

**Boats in the Water:** Exhibitors who are displaying boats in the water must provide proof of **Protection & Indemnity coverage with a minimum limit of \$1,000,000.**

**Description section:** Please include the following-- Certificate holder is listed as Additional Insurance on General Liability coverage \* related to the Maine Boats, Homes & Harbors Inc. Boat Show August 8 - August 12, 2013 (which includes check-in and load-out dates).

*\*boats in the water should include "and Protection & Indemnity"*

**Certificate Holder:** Maine Boats, Homes & Harbors Inc. PO Box 566, Rockland ME 04841

**Workman's Comp and Automobile insurance:** please see sample certificate for details.

**A sample certificate, containing our legal name and the dates of the event, is included in this packet to forward to your broker and streamline the process.**

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### **Option 2: K&K Insurance**

*(An independent company providing short-term liability insurance –land and booth exhibits only)*

If you do not have insurance you may contact **K & K Insurance** who provides short-term liability insurance for businesses that don't have their own (available for **land and booth exhibitors only**). If you are interested, please contact them directly:

**K & K Insurance, Tel: 800-328-2317. Website: [www.eventinsurance-kk.com](http://www.eventinsurance-kk.com).** You can complete an application over the phone or download an application from our website: [www.maineboats.com/forms-downloads](http://www.maineboats.com/forms-downloads) or their website.

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**All certificates should be faxed to 207-593-0026 or emailed to [showinfo@maineboats.com](mailto:showinfo@maineboats.com)**







## SPECIAL REQUESTS/ BOOTH DETAILS

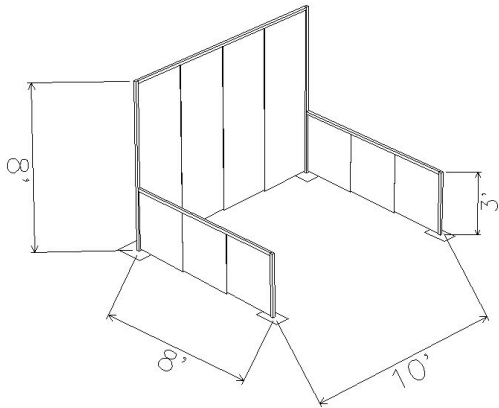
**Deadline: July 15, 2013**

**Heavy objects / forklift requests:**

We will do our best to accommodate easy access to your booth should you have large and/or heavy objects. It would be helpful to know if you will be bringing items (i.e. engines) that will require a forklift or need special assistance so we can plan accordingly. Please indicate what these items are.

**Booth Details / special requests:**

- An individual booth is 8' deep by 10' wide. The back is 8' high and the sides are 3' high. Please see diagram. Pipe and drape is white.
- Please note that backwalls cannot exceed 8' high. The piping is all interconnecting so no heavy items should be hung on either the back or sides. We encourage you to bring your own walls should you have heavy items to display.
- Sidewalls are 3' high unless you request in advance an 8' side. Please use the area below to make such a request.



**COMPANY:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**ORDERED BY:** \_\_\_\_\_

**Pipe and Drape:**

I would like to order:

- 8' high side pipe and drape  
 left  right  both sides

**Heavy Objects:**

I will:

- bring heavy items & need easy access  
 need forklift assistance

**COMPLETE ORDER FORM AND RETURN BEFORE JULY 15, 2013 TO:**  
 Tel 207-594-8622 Fax 207-593-0026 Email [showinfo@maineboats.com](mailto:showinfo@maineboats.com)