

31st Annual
Michigan City In-Water Boat Show

PRODUCED BY THE LAKE ERIE MARINE TRADES ASSOCIATION

AUGUST 19-22, 2010

Washington Park, Michigan City, Indiana

APPLICATION & CONTRACT FOR EXHIBIT SPACE

Please complete this contract **in triplicate** and return top two copies with required deposit check made payable to:
Michigan City In-Water Boat Show, LEMTA, 1269 Bassett Road, Westlake, Ohio 44145
PH 440-899-5009 • FX 440-899-5013 • EM lemta@aol.com

PLEASE PRINT

Company Name _____

Address _____

City/State/Zip _____

Telephone _____ Fax _____ E-mail _____

Authorized Signature _____ Title _____

Exhibit Representative _____ Title _____

Application is made for the following Exhibit Space. (Management will make every effort to assign space, subject to prior applications.)

The undersigned EXHIBITOR certifies that the printed matter on both the front and back of the Application & Contract for Exhibit Space constitutes the entire agreement between the parties and has been read and that the terms and conditions set forth therein are fully understood and shall constitute a binding contract when this instrument is signed by both parties.

■ **ACCESSORY BOOTH(S) . . . \$650.00/10' x 10' unit**

Basic electricity included; Larger booths are charged by square footage

1st Choice # _____ 2nd Choice # _____ Total booth cost \$ _____

■ **DRY-LAND SPACE(S) \$2.95/sq. ft.**

Electrical service not available in all areas

1st Choice # _____ 2nd Choice # _____

Total square feet requested _____ x price/sq. ft. Total dry-land space cost \$ _____

■ **IN-WATER SPACE(S) \$3.10/sq. ft. (LOA x beam)**

Electrical hookup included

1st Choice # _____ 2nd Choice # _____

Total square feet requested _____ x price/sq. ft. Total in-water space cost \$ _____

■ **BROKERAGE PIER #5* Same rates as In-Water Space above**

*Based on availability.

(\$2,000 maximum rate per boat and 20% discount for 3 or more boats on Pier #5)

1st Choice # _____ 2nd Choice # _____

Total square feet requested _____ x price/sq. ft. Total brokerage space cost minus 20% if applicable \$ _____

■ **Attached Product Listing is part of contract and must be completed.** TOTAL ALL SPACE \$ _____

■ **50% DEPOSIT DUE WITH APPLICATION** \$ _____

■ **50% BALANCE DUE BY AUG. 2, 2010** \$ _____

FOR SHOW OFFICE CONFIRMATION USE • DO NOT WRITE BELOW

Booth _____ Total cost _____

Dry-land _____ Deposit received _____

Water _____ Balance due net _____

Accepted by (Show Management) _____ Date _____

RETURN TOP TWO COPIES WITH DEPOSIT • RETAIN BOTTOM COPY FOR YOUR FILES

RULES AND REGULATIONS

SHOW MANAGEMENT - The "Michigan City In-Water Boat Show" is produced and managed by Lake Erie Marine Trades Association, Inc. (LEMTA), in cooperation with the City of Michigan City, Indiana, and various local marine interests. All decisions regarding space assignment, nature and style of exhibits, floor management, hours and interpretation of rules and regulations shall be made by LEMTA.

CHARACTER OF EXHIBITS - Only products and services directly related to recreational boating, including fishing, are eligible for display. Booth exhibits are limited to an 8-foot high backwall erected so as not to obstruct the view of adjacent exhibits. All exhibits must be in good taste. EXHIBITORS shall conduct their business within their assigned space only. No explosives, fuels or highly combustible matter is permitted in any booth or exhibit.

INDEMNIFICATION - Exhibitor agrees to indemnify, defend and save harmless LEMTA, Michigan City Port Authority, Michigan City In-Water Boat Show, the City of Michigan City and its agencies, and their respective managers, officers, sponsors, employees, agents, successors, and assigns from any suit, claim, damages, demands, expenses, judgments and liabilities including reasonable attorney's fees, for personal injury or for property damage or for loss of use of property by whomsoever sustained on or about the EXHIBITOR's display or exhibition space or arising in any manner out of EXHIBITOR's participation in the show. Furthermore, EXHIBITOR agrees to indemnify, defend and save harmless LEMTA, Michigan City Port Authority, Michigan City In-Water Boat Show, the City of Michigan City and its agencies, and their respective managers, officers, sponsors, employees, agents, successors, and assigns from any loss or damage including reasonable attorney's fees, to EXHIBITOR's property utilized in connection with EXHIBITOR's participation in the show and the utilization of the staging area.

INSURANCE - The exhibitor responsible for furnishing a proper certificate of insurance with liability, fire, theft, and damage coverage on exhibits while at the show. Proof of such coverage may be requested by Show Management and in a form acceptable to Show Management. EXHIBITOR must arrange said coverage with their insurance carrier and at their expense.

SUBLEASING - Exhibitors may not sublease, assign or apportion their space. No more than one firm may exhibit in a single space without written permission of Show Management.

SALE OF MERCHANDISE - The sale of goods for delivery at the show under a "cash and carry" program will be permitted subject to applicable show regulations. Boats and other large items are not included in this program.

EXHIBITOR'S MANUAL - All exhibitors whose application for space has been approved and deposit received will be provided an Exhibitor's Kit containing complete information on set-up, services, hotels, credentials and additional show policies and regulations.

ACTS OF GOD - In case the show shall not be held due to acts of God, circumstances beyond LEMTA's control, or any other reason whatsoever, then this lease for space to the EXHIBITOR shall be terminated. In such case, the limit of claim for damage and/or compensation by the EXHIBITOR shall be the return to EXHIBITOR all payments made by the EXHIBITOR after deduction therefrom a pro-rata share of any expenses incurred on behalf of said EXHIBITOR and the show.

AMENDMENTS - LEMTA and the Show Committee shall have full power in the interpretation and enforcement of all rules and regulation, and the power to make such amendments thereto and such further regulations as considered necessary for the proper conduct of the show.

PAYMENT AND ALLOTMENT OF SPACE - (1) The Show Management reserves the right upon reasonable advance notice to change the location of an EXHIBITOR's booth. (2) It is explicitly agreed by the EXHIBITOR that if he cancels his contract, all payments for space charges will be retained as liquidated damages. (3) If an exhibitor fails to install his product in his assigned exhibit space within the time limit set for opening exhibits or fails to pay the space payments at times specified, or fails to comply with any other provisions concerning his use of exhibit space, the Show Management shall have the right to take possession of said space and lease same to such parties and upon such terms and conditions as it may deem proper. In the event that it is found possible to lease said space, the Show Management reserves the right to utilize the said space in any manner deemed expedient in which case liquidated damages from the defaulting EXHIBITOR shall be deemed to be the rental price of the space.

EXHIBITOR USE OF MUSIC/INDEMNIFICATION - Exhibitor agrees that it shall not perform nor have performed for it or on its behalf, either live or by mechanical means of playing by radio, television, VCR, DVD, or any other means, any copyrighted musical composition at the show, unless EXHIBITOR shall first have obtained authorization from the owner of the copyrights of all audio and video material to be performed, or from an agent of the owner legally authorized to grant permission, or license for the public performance of the copyrighted audio and video material. EXHIBITOR shall provide Lake Erie Marine Trades Association (LEMTA), no later than ten (10) days prior to the date of the show, with a copy of each such document authorizing EXHIBITOR to publicly perform copyrighted audio and video material at the show. If EXHIBITOR has not provided copies of such documents to LEMTA as provided herein, EXHIBITOR agrees that it shall not perform or have performed on its behalf, by any means, any copyrighted audio and video material at the show. EXHIBITOR shall indemnify, defend and hold harmless LEMTA, its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, damages, or expenses, including judgments, interest and attorney's fees which LEMTA may, at any time, or from time to time, subsequent to the date of this Agreement, sustain or incur, or become subject to relating to EXHIBITOR's breach of any of its warranties and representations contained herein or the performance or other use of any copyrighted audio or video material or from inviting any customer or guest onto any watercraft for the purpose whatsoever.