



# Atlanta Boat Show

Georgia World Congress Center-Hall C ♦ Atlanta, GA

January 13 – 16, 2011

## Exhibitor Application For Space

NMMA (Payment Center)

33928 Treasury Center

Chicago, IL 60694

(Contact NMMA for Overnight Delivery Info)

Points: Show:

Total:

Company Name: \_\_\_\_\_ Account#: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Web: \_\_\_\_\_

Company Contact: (Mr. / Ms.) \_\_\_\_\_ Contact Email: \_\_\_\_\_

Bill to: (IF DIFFERENT FROM ABOVE) \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Web: \_\_\_\_\_

Billing Contact: (Mr. / Ms.) \_\_\_\_\_ 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 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.

### PLEASE DO NOT WRITE IN THIS SPACE:

#### Rate Information (in Square Feet)

	NMMA/MTAMA Member*	Non-Member		NMMA/MTAMA Member*	Non-Member
Regular Booth	8.00	8.80	Regular Bulk	4.20	4.95

<u>OrderNo</u>	<u>Booth No</u>	<u>Floor/Area</u>	<u>UnitPrice</u>	<u>Dimensions</u>	<u>TotalSqFt</u>	<u>TotalCost</u>

#### 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 \$ \_\_\_\_\_

We intend to retail "over the counter" at our exhibit.

**50% deposit due with application 100% due December 0' , 20%**

The terms and conditions set forth herein are binding on NMMA only after the application is executed by NMMA and returned to the Exhibitor. NMMA will not make any assignment of show space unless and until the Exhibitor delivers the required deposit to NMMA. NMMA's acceptance of the deposit is not to be construed as its acceptance of the application. NMMA will return the deposit to the Exhibitor (without interest) promptly after NMMA determines that it will not accept the application. 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 and reverse side of this application. The Exhibitor agrees to be bound by all such 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: \_\_\_\_\_

Show Contact: Mr. Scott Cohen PH: (954)441-3242 FAX: (954)430-4171 EMAIL: scohen@nmma.org

#### Last Year's Exhibitors

- We accept the same space as last year.
- We request the following change, but will accept the assigned space if the change cannot be made:

We prefer **to / not to** (circle one) exhibit next to the following companies:

(Every attempt within the allocation procedures will be made to satisfy your request; preference does not confirm the requests can be satisfied)

- We intend to retail "over the counter" at our exhibit.

Exhibiting companies that displayed at the 2009 Atlanta Boat Show have until 07/01/2009 to return their application with deposit for the 2010 show. After that date, space not applied for will be considered available for allocation to another company.

# ATLANTA 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 (NMMMA) Shows Committee and are a binding part of the Exhibitor contract. These rules are printed annually in the booklet "NMMMA Allocation Procedures and Display Guidelines". This booklet and any later additions, corrections or clarifications made by NMMMA 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) NMMMA 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 NMMMA may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

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

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

b) All Exhibitor accounts with NMMMA 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 NMMMA for products, services, certification, dues or assessments purchased by Exhibitor or otherwise due to NMMMA. Exhibitors who are not paid in full on all balances due to NMMMA as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.

c) NMMMA members must be in Good Standing at July 1<sup>st</sup> preceding the fall shows and December 1<sup>st</sup> 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 NMMMA, be not more than 60 days past due. "First time members" joining NMMMA, 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 NMMMA and notice of the cutback or cancellation must be confirmed by NMMMA. 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 NMMMA 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 NMMMA once the cancellation or cutback has been confirmed.

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

NMMMA 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 NMMMA, 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 Atlanta Boat Show, Georgia World Congress Center, Atlanta, GA. National Marine Manufacturers Association, Inc., and their managers contractors, directors, officers, employees, agents and members, and each of them ("Indemnitites"), 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 Indemnitites 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, NMMMA 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

NMMMA 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, NMMMA 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) NMMMA 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 NMMMA or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by NMMMA 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 NMMMA 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 Atlanta Boat Show 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 NMMMA 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) NMMMA 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 NMMMA 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 NMMMA to terminate NMMMA's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. NMMMA'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 NMMMA's trademarks ("the NMMMA Marks") and other intellectual property. If, in the reasonable belief of NMMMA, (i) Exhibitor's activities infringe any of the NMMMA Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the NMMMA 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 NMMMA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from NMMMA's boat show websites and to Exhibitor's website web searches using the NMMMA Marks, NMMMA reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. NMMMA's decision on all such matters shall be final.

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

## ATLANTA BOAT SHOW RULES & REGULATIONS

- **Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.**
- **Boat exhibitors may display up to 20% of unused previous model year boats in their display.**
- **All visible display areas must be carpeted.**
- **Boats under 26' that require handling with show's equipment must be displayed on dollies or trailers.**
- **No cement blocks may be used to support boats.**
- **Smoking is prohibited inside the Georgia World Congress Center.**
- **Non-marine vehicles are not permitted in the show. Proposals for the display of automobiles, trucks, ATV's or other display props must be presented to the NMMMA show manager for consideration at least eight weeks prior to the show.**

Produced by:



[www.discoverboating.com](http://www.discoverboating.com)  
2011 ATLANTA BOAT SHOW