

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 NMMA's Shows Committee. These rules are printed annually in the booklet "NMMA Allocation Procedures and Display Guidelines". This booklet and any later additions, corrections or clarifications made by NMMA are a binding part of the Exhibitor contract. These guidelines may be found on our website, or contact Show Management for a 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) Show Management reserves the right to determine the eligibility of any company, product, signage or display 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 Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

d) Please refer to the NMMA Allocation Procedures & Display Guidelines for information on the installation, construction and character of exhibits.

2. PAYMENT FOR SPACE

a) Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with NMMA must also be current.)

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

c) NMMA members must be in good standing at the dues payment deadline date published on the reverse side in order to receive the member discount. "First time members" joining NMMA before the show, but after the published deadline, will receive full 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 cancellation without credit or refund.

3. CANCELLATIONS AND CUTBACKS

a) Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), NMMA will refund all payments received only if written notice of the request for cancellation is received by NMMA before the contract is accepted and signed by NMMA.

b) Once a contract has been countersigned, written notice of a cutback or cancellation must be sent to NMMA. A credit of funds received prior to that date will be issued according to the following formula:

75% credit—91 days or more prior to the first day of move-in/set-up.

50% credit—90 days or less prior to the first day of move-in/set-up.

25% credit—60 days or less prior to the first day of move-in/set-up.

No credit—30 days or less prior to the first day of move-in/set-up.

Credits may be applied by the exhibitor to any NMMA Show or service, but must be used within 12 months of written notice of cancellation. Credits will not be paid in cash.

c) For all Exhibitors requesting a space reduction, NMMA reserves the right to relocate the exhibit or reconfigure it as determined by show management.

4. DISPLAY CHARACTERISTICS

a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it is brought to our attention.

b) Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

5. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

6. STAFFING OF EXHIBITS

a) Exhibits must be staffed during all show hours.

b) Exhibit removal prior to the final day's close of the show is strictly forbidden.

c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

7. 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.

8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

9. LIABILITY RELEASE AND INDEMNIFICATION/CHOICE OF LAW AND FORUM

a) Exhibitor releases Show Management, 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, Georgia, National Marine Manufacturers Association, Inc., and their managers, Board of Directors, officers, agents and employees, and each of them ("indemnitees") from and against any and all actions, causes of action, claims, demands, losses, damages, expenses or liabilities of whatsoever kind and nature, including defense costs, judgments, interest, and reasonable attorney's fees, and all other costs, expenses and charges, which indemnitees incur or may incur for any reason resulting or arising from: (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; (iii) 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. Such indemnification shall not be effective if damage or injury results solely from the gross negligence or willful misconduct of the show sponsor, NMMA or any of its employees.

c) Each party agrees that the federal and state courts sitting in Chicago, Illinois have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. 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 against Exhibitor by Show Management for the collection of fees or other sums due Show Management pursuant to this Agreement, Show Management's costs of such action, including reasonable attorney's fees, shall be paid by Exhibitor. The terms of this provision shall survive the termination or expiration of this Agreement.

10. ACTS OF GOD

NMMA 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, NMMA shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

11. INSURANCE

a) NMMA 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 NMMA or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by NMMA 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 coverage:

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 Insureds.

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 Insureds.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to NMMA 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 Georgia World Congress Center 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.

12. COPYRIGHTS

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 or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless NMMA 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.

13. RULES AND REGULATIONS

a) NMMA 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 NMMA 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 terms, rules and regulations shall entitle NMMA to terminate NMMA's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. NMMA'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 NMMA's trademarks ("the NMMA Marks") and other intellectual property. If, in the reasonable belief of NMMA, (i) Exhibitor's activities infringe any of the NMMA Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the NMMA Marks on websites or in domain names, metatags, 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 affiliation, connection, or association of NMMA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from NMMA's boat show websites and to Exhibitor's website web searches using the NMMA Marks, NMMA reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. NMMA's decision on all such matters shall be final.

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

ATLANTA BOAT SHOW RULES & REGULATIONS

- 1) ALL VISIBLE DISPLAY AREAS MUST BE CARPETED.
- 2) Boats under 26' that require handling from show's equipment must be displayed on dollies or trailers.
- 3) No cement blocks may be used to support boats.
- 4) Smoking is prohibited inside the Georgia World Congress Center.
- 5) Non-marine vehicles are not permitted in the show. Proposals for the display of automobiles, trucks, ATVs or other display props must be presented to the NMMA show manager for consideration at least eight weeks prior to the show.

Produced by:



www.discoverboating.com

Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval. If copyrighted music is to be played in display, then Exhibitor must obtain all necessary licenses.