

IN-WATER POWER BOAT SHOW, INC.

ONE LIBERTY PLACE
1650 MARKET STREET, 36 FLOOR
PHILADELPHIA, PA 19103

PH: 215.732.8001
FAX: 215.732.8266

APPLICATION & CONTRACT

The undersigned wishes to make an application for Exhibit space at Farley State Marina which will become a contract upon acceptance subject to all the rules and regulations governing the show and subject to final approval and acceptance by the show management.

We attach a deposit check for 50%

We attach a check to cover full amount of space requested

We understand that no definite assignment of space will be made without the above deposit or payment.

Location _____ Fee \$ _____

Exhibit Space will be located on a first come, first served basis, but whenever possible, space will be allocated according to the exhibitor's choice, but final arrangement will be determined by the show management in such a way to produce the most advantageous grouping of the exhibits shown.

By submitting this application for space, we accept and agree to be bound by the printed rules and regulations on page 2 of the contract hereof governing participation in.

ATLANTIC CITY IN-WATER POWER BOAT & BROKERAGE YACHT SHOW® SEPTEMBER 6 - 9, 2012

Firm _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Web Site _____ Email _____

Product(s) _____



Authorized By (Signature) _____ Print Name _____

Title _____ Date _____

REMITTANCES ARE PAYABLE TO: IN-WATER POWER BOAT SHOW, INC. AND ARE TO BE ACCOMPANIED BY THE WHITE COPY OF THIS AGREEMENT

For Office Use Only

Acceptance of contract

Binding Contract: If this application is accepted by IWPBS and IWPBS assigns space to the exhibitor, this document becomes an enforceable and binding contract. IWPBS hereby promises to provide exhibit space and the exhibitor promises to pay for and use the assigned exhibit space pursuant to this contract and IWPBS's Rules and Regulations.

Date: _____ By: _____

In-Water Power Boat Shows, Inc.

RULES AND REGULATIONS

1. Location, Dates and Hours of Exhibit: (To be covered by Exhibitors Kit)

2. Installation and Dismantling: (Covered by Exhibitors Kit)

3. Standard and Special Booth Equipment: Booth panels with back sections 8 feet in height and side rails 3 feet in height to accommodate all size booths will be provided, free of charge. Standard showcard name signs will be furnished free of charge.

4. Location of space assigned to an exhibitor may be changed by the show management to affect a balance against congestion, to avoid confusion in firm names, to solve competitive conditions, or for similar reasons. Exhibitor may not share or sublet space without permission of the show management.

5. General regulations: Loud speaking sound systems are not permitted, and the show management reserves the right to refuse any exhibitor which does not, in their judgement conform to the general tenor of the show. All exhibits, backwalls and decorations will be limited to 8 feet in height except actual equipment which in normal operation exceeds this height. Permission to exhibit equipment with abnormal heights must be obtained from the show management. Exhibitors, their agents and employees shall comply with the Rules and Regulations issued by owner of the show premises.

6. No soliciting for business shall be permitted in aisles or in other exhibitor's booths. Samples, catalogs, pamphlets, publications may be distributed only by exhibitors strictly within the confines of their own booths. No exhibitor will be permitted to conduct extreme promotional stunts without first obtaining permission from the show management.

7. Photographing booths will be limited to closed hours or candid shots only. Exhibitors and photographers may not disrupt visitor traffic by clearing booth or aisles for photography during the regular show hours.

8. All exhibit and booth materials, particularly drapes, curtains, table covers, etc. must comply with Federal, State and City Fire Laws, Insurance Underwriter and Hotel safety regulations, and must be flame-proof. All packing containers, excelsior and similar material is to be removed from the exhibition area upon completion of the booth arrangement. The exhibitor is restricted in materials used to those which would pass fire inspection.

9. In their own best interest, exhibitors should keep an attendant in their booths during all open hours. No exhibit may be dismantled before the specified time, nor may any part of the exhibit or equipment be removed, once it is set up, except with the permission from the show management. The show management will engage security guards but assume no liability for loss or damage by any cause.

10a. Indemnification. Exhibitor covenants to indemnify and hold IWPBS harmless from and against all Claims in any way arising from or out of exhibitor's activities pursuant to or provided for in this Agreement or failing to perform exhibitor's obligations under this Agreement, including acts or omissions of exhibitor, its members, officers, directors, owners, managers, employees, agents, representatives, contractors, subcontractors, consultants, vendors, licensees, and invitees.

10b. Exhibitor's Obligations for Claims Resulting from IWPBS's Negligence or Fault. In the event of a Claim asserting or attributable to the joint, concurrent, contributing, comparative or independent negligence or fault of IWPBS (or IWPBS's agents, employees and contractors), exhibitor shall have an affirmative indemnity obligation to IWPBS for all Claims arising from such joint, concurrent, contributing, comparative or independent negligence or fault. This means that Exhibitor shall have an indemnity obligation to any Claims resulting from IWPBS's own negligence or fault, even if Exhibitor bears no joint, concurrent, or comparative negligence or fault in connection with the Claim.

10c. Indemnify - Definition. As used herein, "Indemnify" (or "Indemnification") means indemnify, defend, protect and hold harmless the IWPBS, and IWPBS's officers, directors, managers, agents, servants, employees, partners (and partners of partners), members and their partners (and partners of partners) and mortgagees from and against, assume entire responsibility and liability for and pay or reimburse IWPBS for, all loss, claims,

demands, liability, actions, causes of action, suits, liens, injury, proceedings, judgments, damages, costs and expenses (including, but not limited to, personal injury, property damage and death resulting therefrom, **and all reasonable attorneys' fees** and other reasonable professional fees and costs of litigation or other legal proceedings) of any kind or nature whatsoever ("**Claims**" and individually a "**Claim**") directly or indirectly as a result of, caused by or in any way arising out of or connected with or occurring in connection with the matter which is the subject of the indemnity, but not including indirect, special or consequential damages of IWPBS.

10d. Insurance. Exhibitor shall have in effect at least two weeks prior, during and two weeks after the show a general liability policy with a combined single limit of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate for bodily injury or property damage. IWPBS shall be designated and named as an additional insured under the Insurance Policy and on the Certificate of Insurance. A Certificate of Insurance, in a form acceptable to IWPBS shall be given IWPBS at least two weeks prior to the show.

11. The show management will cooperate fully, but cannot take responsibility for damage to exhibitor's property, lost shipments either coming in or going out or for moving costs. Any damage to inadequately packed property is exhibitor's own responsibility. If exhibit fails to arrive, exhibitor will be, nevertheless, responsible for booth rent and no refund will be made. Exhibitors should carry insurance against these risks.

12. Unethical conduct or infraction of rules on the part of the exhibitor or his representatives or both will subject the exhibitor or his representatives to dismissal from the exhibit area. In which event it is agreed that no refund shall be made and further IWPBS will not be responsible for any damages or expenses incurred as a result of said dismissal.

13. Exhibitors, or their agent, must not injure or deface the walls or floors of the show premises, the booths, or the equipment of the booths. When such damage occurs, the Exhibitor is liable to the owner of the property so damaged.

14. If the exhibitor fails to occupy the space contracted for, IWPBS is entitled to the full amount of space rental. There will be no refunds. If booth retail space is not occupied one hour prior to the show, management will have the right to use such space as it seems fit to eliminate blank spaces in the show. In the event that the show is not held for reasons beyond the control of IWPBS, IWPBS will return to the exhibitor all monies paid for space rental, less the exhibitor's pro rata share of IWPBS out of pocket expenditures incurred for the production of the show. In the event that the show is not held for any other reason, all monies previously paid by the exhibitor will be refunded. In either of the aforementioned events, the exhibitor does hereby waive any claim of damage, compensation or refund of money paid to IWPBS except to the extent of reimbursement. In the event that it becomes necessary for IWPBS to institute suit for the collection of any monies owed by the exhibitors to IWPBS or to enforce any obligations pursuant to this application and contract, the exhibitor shall pay, in addition to any award by the Court, all reasonable attorney's fees and costs incurred by IWPBS.

15. Miscellaneous: The serving of alcoholic beverages and/or foods by the exhibitor in any part on the show premises is not permitted, unless written permission is given by the show management in advance.

16. Force Majeure: Should any matter or condition occur beyond reasonable control to either party, including but not limited to war, labor strikes, fire, earthquake, flood or any other similar condition or Act of God that would prevent the use of the marina, then this Agreement shall be suspended or excused to the extent commensurate with the force majeure.

17. Changes in Show Dates: IWPBS reserves the right to change the dates of the Show. However, for any date change to be effective and binding on the exhibitor, IWPBS must change the dates to within forty-five calendar days of the original Show dates. IWPBS shall give the Exhibitor at least six months notice of any change in show dates. The six month notice is calculated from the first day of the new Show date. Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject to the decision solely of the show management.

IWPBS stands for IN-WATER POWER BOAT SHOW, INC.