

**Morehead City Family Boating & In-Water Boat Show  
May 15, 16, & 17, 2009**

**EXHIBITOR APPLICATION and CONTRACT**

Company Name \_\_\_\_\_  
 Company Contact \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_  
 Email Address \_\_\_\_\_ Website \_\_\_\_\_

**NOTE:** Company Name you want to appear on Signage, in Show Program, and on Website (if different from above)

Products, Services, Boat Lines Displayed: \_\_\_\_\_

*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 this Application & Contract for Exhibit Space constitutes the entire agreement between the parties and has been read and that the terms and conditions set forth herein are fully understood and shall constitute a binding contract when this instrument is signed by both parties.*

**TENTED SPACES**

Qty \_\_\_\_\_ 10 x 10 space @ \$150.00 each = Total \$ \_\_\_\_\_

**LAND SPACES - Trailerable Boats in Static Display (new boats only)**

Qty \_\_\_\_\_ Boat & trailer @ \$200.00 each = Total \$ \_\_\_\_\_

**IN-WATER SPACES**

**All In-Water Boats \$ 350.00 each**

BOAT LINE	MODEL	LENGTH	BEAM
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**GRAND TOTAL COST \$** \_\_\_\_\_

**EXHIBITOR RULES and REGULATIONS**

- SHOW MANAGEMENT:** The Morehead City Family Boating and In-Water Boat Show” herewith known as “Boat Show” is produced and managed by Downtown Morehead City Revitalization Association, herewith known as “DMCRA”. All decisions regarding space assignment, nature and style of exhibits, floor management, hours and interpretation of rules and regulations shall be made by DMCRA.
- CHARACTER OF EXHIBITS:** Only products and services directly related to recreational boating or boating lifestyle including fishing, are eligible for display. All exhibits must use tents provided by DMCRA. Booth exhibits are limited to an 8-foot high back wall 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. DMCRA reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of other exhibitors and/or DMCRA.
- INDEMNIFICATION:** Exhibitor agrees to indemnify, defend and save harmless DMCRA, the town of Morehead City, and their respective managers, officers, sponsors, employees, agents, successors, and assigns from any suit, claim, damages, demands, expenses, judgments, and liabilities including reasonable attorney fees, for personal injury, 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 participants in the show. Furthermore, Exhibitor agrees to indemnify, defend and save harmless DMCRA, the town of Morehead City and their respective managers, officers, sponsors, employees, agents, successors, and assigns from any loss or damage including reasonable attorney fees, to Exhibitor’s property utilized in connection with Exhibitor participation in the show and the utilization of the staging area.
- 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 DMCRA.
- 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.

6. **ACTS OF GOD:** In case the show shall not be held due to acts of God, circumstances beyond the DMCRA'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 there from a pro-rata share of any expenses incurred on behalf of said Exhibitor and show.
7. **AMENDMENTS:** DMCRA shall have full power in the interpretation and enforcement of all rules and regulations, and the power to make such amendments thereto and such further regulations as considered necessary for the proper conduct of the show.
8. **ELIGIBLE EXHIBITS:** Only pleasure boating or services or related products or services that meet the written approval of show management may be displayed. Only marine manufacturers, distributors, dealers, bonafide brokers and directly related service firms are eligible for exhibit space.
9. **EXHIBIT INSTALLATION AND REMOVAL:** Exhibit material will be received on dates to be announced. On the day after the show closes, the exhibitor agrees to remove his equipment from the show location.
10. **FIREPROOFING AND SAFETY:** Each Exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to health, fire prevention and public safety.
11. **NO LOUDSPEAKERS:** No loudspeakers or amplification of any kind will be allowed.
12. **INSURANCE:** Insurance protection against public liability, theft or damage to Exhibitor's equipment must be paid for and carried by the Exhibitor. The Exhibitor is responsible for furnishing a proper certificate of insurance with liability, fire, theft and damage coverage if requested by show management. The exhibitor agrees to protect and keep harmless the show management from any and all claims that may arise from injury, loss or damage to property or persons, occurring inside or outside the show area.
13. **LIABILITY:** The show management will not be liable to the Exhibitor, his employees, his agents, or his guests for any damage, loss or personal injury from fire, electricity, water, storm, smoke, theft or any other cause whatsoever.
14. **EXHIBIT CARE:** Exhibits must be in order when the show opens and must be kept that way throughout the progress of the event. A representative of the Exhibitor must be on hand at all times during the hours the show is open. Subletting of space is prohibited.
15. **BOOTH SPECIFICATIONS:** Exhibits that obstruct the view of neighboring booths or the show in general are prohibited.
16. **PRINTED MATTER:** Advertising material may be distributed in individual booths, but its distribution is prohibited anywhere else inside or outside the show area.
17. **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. 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 space.
18. **LEASE TERMINATION:** In case the show shall not be held for any reason whatsoever, the rental and lease of 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 of the pro rata amount already paid for space by all Exhibitors who contracted for this specific event, less reasonable deductions for legitimate overhead expenses of this show. It is explicitly agreed that the show management shall be released from any and all other claims for damages that may result.
19. **CARE OF EXHIBIT PROPERTY:** Exhibitors shall not injure or deface any property in the show area. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.
20. **CONTRACT REGULATIONS:** This agreement shall not be altered, changed or modified except that it be done in writing and signed by both parties. All points not covered here are subject to a decision by the show management and become a part of this contract without further notice. By signing the space application the Exhibitor agrees to abide by rules, regulations and decisions of the show management.
21. **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 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 music to be performed, or from an agent of the owner, legally authorized to grant permission, or license for the public performance of the copyrighted music. Exhibitor shall provide DMCRA, 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 music at the show. If Exhibitor has not provided a copy of such documents to DMCRA, as provided herein, Exhibitor agrees that it shall not perform or have performed on its behalf, by any means, any copyrighted music at the show. Exhibitor shall indemnify defend and hold harmless DMCRA, 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 DMCRA 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 music at the show.

I have read and agree to abide by the Show rules and regulations in this contract (Must be signed or applications will not be accepted)

Signature \_\_\_\_\_ Date \_\_\_\_\_

DMCRA-E02