

Mid-America Boat & Fishing Show

PRODUCED BY THE LAKE ERIE MARINE TRADES ASSOCIATION

January 15 – 24, 2010

International Exposition (I-X) Center, Cleveland, Ohio

APPLICATION & CONTRACT FOR EXHIBIT SPACE

Please complete this contract in **triplicate** and return top two copies with required deposit check made payable to:
Mid-America Boat & Fishing Show, LEMTA, 1269 Bassett Road, Westlake, Ohio 44145
 Ph: 440-899-5009 ■ Fax: 440-899-5013

2010 SPACE PRICES

- **ACTIVE MEMBER BULK SPACE*** \$3.95/sq. ft.
- **BULK SPACE** \$4.95/sq. ft.
- **PREMIUM BULK SPACE (carpeted)** Add \$1
to applicable bulk sq. ft. rate
- \$1.00/sq. ft. discount on any bulk space purchased
after initial 5,000 sq. ft.
- **PRE-OWNED BOAT PAVILION**** \$3.95/sq. ft.
(length x beam of boat)
- **ACTIVE MEMBER BOOTH SPACE*** \$895
- **ACTIVE MEMBER CORNER BOOTH SPACE*** \$935
- **BOOTH SPACE** \$1,010
- **CORNER BOOTH SPACE** \$1,050
- All booths are 10' X 10', and include blue or red carpet.
- * To receive the Active Member Pricing, a contract and
50% deposit must be submitted at the 2010 member space draw.
- ** Restrictions apply. See rules below, on contract, or on product listing.

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.

• PLEASE PRINT ALL INFORMATION •

Type of Space (Circle one): Bulk Premium Bulk Booth Corner Booth Pre-Owned Pavilion

Premium Color Choice: (Bulk exhibits only) (Circle one) BLUE RED BROWN

First Choice #: _____ Second Choice #: _____

First Choice #: _____ Second Choice #: _____

Signature _____ Date _____

Official's name _____

Firm _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

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

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

■ **50% BALANCE DUE BY DEC. 15, 2009 \$** _____

FOR SHOW OFFICE CONFIRMATION USE • DO NOT WRITE BELOW THIS LINE

Space assigned # _____ Total cost \$ _____

Size _____ X _____ = _____ * - Deposit received \$ _____

* _____ @ \$ _____ sq. ft. = \$ _____ **PAYMENT DUE \$** _____

Space assigned # _____

Size _____ X _____ = _____ *

* _____ @ \$ _____ sq. ft. = \$ _____ **BALANCE DUE 12/15/09 \$** _____

Accepted by (Show Management) _____ Date _____

(RETURN TOP TWO COPIES WITH DEPOSIT – RETAIN BOTTOM COPY FOR YOUR FILES.)

Mid-America Boat & Fishing Show

AGREEMENT/RULES AND REGULATIONS

THIS AGREEMENT, entered into on the acceptance date (as shown on the reverse side hereof) by and between LAKE ERIE MARINE TRADES ASSOCIATION, INC., (hereinafter referred to as LEMTA) and the Exhibiting Company (as identified on the reverse side hereof, hereinafter referred to as EXHIBITOR).

WITNESSETH: For and in consideration of the space fee (identified on the reverse side hereof as "TOTAL COST") and the agreements and covenants contained herein, and the faithful performance by EXHIBITOR of such agreements and covenants, LEMTA hereby grants to EXHIBITOR the right to use the confirmed space designated (see reverse) as indicated on the official Show Layout for the period of time indicated for installation, display and removal of exhibit materials, and for no other purpose, and shall display and exhibit only those products/services designated on the Application for Space as accepted by LEMTA without change unless agreed to in writing by both parties.

This Agreement is made and entered into upon the following additional terms and conditions accepted by EXHIBITOR:

- 1. SPACE ASSIGNMENT:** Subject to the eligibility requirements set forth below, LEMTA hereby authorizes EXHIBITOR to participate in the above noted boat show in a space assigned by LEMTA. This space assignment is for the current show only and no proprietary rights or space rights are inferred by this assignment. LEMTA expressly reserves all rights to alter, change or modify the space allocation in all future shows. This is not a rental agreement.
 - 2. ELIGIBLE EXHIBITS:** Products and services related to recreational boating, fishing, and water sports are acceptable. All dealers must hold a current dealer agreement for all new product shown. Pre-owned boats six years old and newer may be placed in an exhibitor's new boat display, but signage will be required to distinguish new from used product. Used boats in good condition (as judged by show management) may be displayed in the Pre-owned Pavilion by any exhibitor that has purchased space in the show and is a licensed dealer or broker. A swap-out fee will be established for Pre-owned Pavilion exhibitors wishing to change boats on the designated swap-out day (exhibitors who swap will pay for the larger of the two boats). New boats are not permitted in the Pre-owned Pavilion. LEMTA shall assign space in the show with special consideration to previous exhibitors, those needing large spaces, those with special content, and those whose contracts arrive before others. LEMTA reserves the right to reject any application which in its sole judgment cannot be properly accommodated into the show's guidelines, plans, or procedures.
 - 3. MISREPRESENTATION:** Space in the show is granted on the basis of products/services designated by EXHIBITOR on the Product Description Form, and no others may be exhibited.
 - 4. SUBLEASING:** EXHIBITOR may display said products only in the space assigned by LEMTA and may not assign or sublet to another the use of any part of the space without express written approval of LEMTA. LEMTA reserves the right to alter space assignments in order to conform to requirements of the I-X Center, local safety and law enforcement rulings, and the Boat Show Committee rules and guidelines.
 - 5. INSTALLATION & REMOVAL:** Exhibit materials will be received at the show site on dates specified in the Exhibitor's Service Kit provided all exhibitors prior to the installation period. All installation and removal of exhibits is by schedule provided by Show Management to each exhibitor. No exhibit may be removed from the show during the run of the show.
 - 6. LIABILITY: EXHIBITOR** expressly agrees to indemnify and hold LEMTA harmless from any and all liability and expenses, including attorney's fees, resulting from claims against LEMTA arising out of acts or omissions of EXHIBITOR, or from any activity occurring within the space assigned to EXHIBITOR. EXHIBITOR expressly agrees that LEMTA is not responsible for and shall incur no liability whatsoever for any injuries to EXHIBITOR, its employees or agents, or for any damage or loss of property owned or controlled by, or in the custody of, EXHIBITOR or its employees.
- EXHIBITOR assumes all risks and hazards connected with its exhibit. **EXHIBITOR MUST PROVIDE PROOF OF LIABILITY INSURANCE COVERAGE IN THE AMOUNT OF \$300,000 COMBINED SINGLE LIMIT BODILY INJURY FOR ANY CLAIM BY THE THIRD PARTIES AND HAVE LEMTA NAMED AS AN ADDITIONAL INSURED.** Under no circumstances shall LEMTA be liable for any loss of sales or consequential damages.
- 7. PAYMENT & ALLOTMENT OF SPACE:** (1) LEMTA reserves the right upon advance notice to change the location of an exhibitor's booth. In the event the new location is not acceptable a full refund of all space payments to the exhibitor will be granted. (2) It is agreed by EXHIBITOR that if he cancels his contract, all deposits and payments are considered non-refundable and retained as liquidated damages by LEMTA. (3) If EXHIBITOR fails to install its display in its assigned space at the assigned installation time, or fails to pay the space payments at times specified, or fails to comply with any other provisions concerning the use of said space, LEMTA shall have the right to take possession of said space and reassign or use same as it may deem appropriate without further obligation to the defaulting EXHIBITOR. (4) Any payment not paid within the terms of this agreement will be subjected to a 2% per month interest.
 - 8. SHOW CANCELLATION:** In the event the show does not open for reasons beyond the control of LEMTA, LEMTA's sole liability to EXHIBITOR shall be the return of all exhibit space payments less reasonable deductions for legitimate overhead expenses already incurred. If the show is delayed or canceled in part, LEMTA shall not be liable in any way to EXHIBITOR.
 - 9. PROPERTY DAMAGE:** EXHIBITOR will not cause any damage to any portion of the display space, hall, entrances and property. EXHIBITOR agrees to pay for any damage upon demand.
 - 10. PERMIT/LICENSES/LAWS:** EXHIBITOR agrees to and is responsible for compliance with all federal, state and local laws, codes and regulations governing its activities and the use of exhibit space assigned to it. EXHIBITOR is responsible for complying with all regulations and codes in the City of Cleveland, Ohio and any costs or assessments which may be levied or incurred by an enforcement of the codes will be the responsibility of EXHIBITOR.
 - 11. RULES & REGULATIONS:** EXHIBITOR agrees that the exhibiting rules and regulations contained in the Exhibitor Service Kit are part of this agreement and that the EXHIBITOR is subject to them. All points not covered here or in the Exhibitor Service Kit are subject to a decision by the Boat Show Committee and become part of this agreement. By signing the Space Application, EXHIBITOR agrees to abide by all rules, regulations and decisions of the Committee.
 - 12. 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 radio, television, VCR, or any other means, any copyrighted musical composition 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 LEMTA no later than ten 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 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 music 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 music at the show.