

# Strictly Boaters Boat Show

Highlighting New Jersey's Boating Industry

Cape May, NJ May 4, 5 & 6<sup>th</sup>, 2012

## Application and Contract

Exhibitor's Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

The undersigned wishes to make an application for exhibit space in the STRICTLY Boaters Boat Show, to be held at South Jersey Marina, Cape May, NJ, May 4, 5 & 6<sup>th</sup>, 2012, which will become a contract upon acceptance by show management.

Exhibit space will be allocated on a first come, first serve basis. Whenever possible, space will be allotted according to the exhibitor's choice, but final placement will be determined by the management of the show, at its sole discretion, in such a way to produce the most advantageous grouping of the exhibits being displayed. A 50% deposit is due with this application; balance is due prior to April 1<sup>st</sup>, 2012.

By submitting this application for exhibit space, Exhibitor accepts and agrees to be bound by the rates extended and exhibit space assigned by the management of Strictly Boaters and agree to be bound by the printed rules and regulations on the reverse side of this contract, and any additional rules set forth in the Exhibitors Kit (to be provided), governing participation in Strictly Boaters.

### To be filled out by Exhibitor | Space Application

#### In-water Space

Make	Length	Beam	Slip Requested	Slip Length

In-Water Display Rates		On-Land Bulk Rates	
Total Slip Space Purchased		Pricing based per boat	
Up to 75'	\$75 / foot	One boat	\$750
76' to 150'	\$60 / foot	Second boat	\$600
151' to 225'	\$52 / foot	Three or more	\$600/each
226' to 300'	\$49 / foot	XXXXXX	XXXXXX
301' and Up	\$45 / foot	XXXXXX	XXXXXX

Total Slip Length	
X Slip Rate (From Table at Left)	X
Total Slip Fees	

#### On-Land Bulk Space

Products to be displayed \_\_\_\_\_

Location Requested \_\_\_\_\_

# of land boats	
Total Land Fees	

#### Booth Space

Products to be displayed \_\_\_\_\_

Location Requested \_\_\_\_\_

# of Booths	
X Booth Rate	X\$675
Total Booth Fees	

### Do not write in this space

To be filled out by Strictly Boaters

Slip Assigned	Slip Length

Total Length	
X Slip Rate	X
Final Slip Fees	

Assigned Loc.	
# of land boats	
	X
Final Land Fees	

Booth(s) Assigned	
# of Booths	
Booth Rate	X
Final Booth Fees	

Agreed to and authorized by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_

Return this Application with a 50% deposit to:  
 Mark Allen, Show Manager, Strictly Boaters, 1231 Hwy 109, Cape May, NJ 08204  
 Phone 609-898-9500 • Fax 609-884-0039 • E-Mail MAllen@StrictlyBoaters.com

# Rules and Regulations

## 1. ARRIVAL TIME AND SET UP

Boats on display in-water need to arrive on the Wednesday or Thursday prior to the show. On-land Boat displays will arrive according to the move-in schedule which you will receive one week prior to the show. Booth type displays will move in on the Thursday prior to the show. Fork lift services and trailer spotting will be provided at no cost to exhibitors.

## 2. INSTALLATION OF EXHIBITS

All exhibits are to be installed according to the schedule that will be provided by Strictly Boaters. Exhibitors shall receive from Strictly Boaters various instructions including, but not limited to Set Up Materials, which may contain additional rules and regulations, such rules are incorporated into this contract are hereby made part of this agreement. Exhibitor expressly acknowledges that failure to comply with the set up times & instructions may result in additional costs to Strictly Boaters. Said costs may be charged to Exhibitor.

## 3. CHARACTER AND ADMISSIBILITY OF EXHIBITS

- All exhibits must be designed, constructed and operated in good taste, with the best interests of the show and public safety paramount.
- All in-water exhibitors shall be solely responsible for the safety of their own boat while at the Show, and they shall be solely responsible for any damage that their boats may cause while entering or leaving the Show, giving demonstration rides, or while on exhibit. All boats in the water shall comply with the rules, laws, and regulations of the United States Coast Guard.
- Exhibits must be staffed during show hours.
- Exhibit removal prior to the final day's close of show is strictly forbidden.
- Subleasing: Exhibitors shall not sublease and/or share any part of their space without advance written consent from Strictly Boaters.
- Staging: When required for boarding boats, safe staging (boarding ramps, ladders, rails, stairs etc.) is the Exhibitors sole responsibility.

## 4. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Strictly Boaters.

## 5. PAYMENT FOR SPACE

- Exhibitors must be paid in full before they are allowed to move into the Show.
- Exhibitors who fail to make space payments in accordance with the terms herein are subject to cancellation without credit or refund.

## 6. CANCELLATION AND CUTBACKS

- All cutbacks or cancellations must be sent to Strictly Boaters in writing.
- The refund policy will be: 90 days prior - 100% refund | 60 days prior - 75% refund | 30 days prior - 50% refund | Under 30 days prior – No Refunds
- For all Exhibitors requesting a space reduction, Strictly Jersey reserves the right to relocate the exhibit or reconfigure it to best suit the show.

## 7. INSURANCE

- Strictly Boaters/South Jersey Marina 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 by the gross negligence of Strictly Boaters/South Jersey Marina or any of its employees. Exhibitor is required to follow and use any of the security arrangements made by Strictly Boaters 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:
  - Worker's compensation and employer's liability insurance covering its employees in accordance with the statutes and regulations issued by the State's governing authorities.
  - Comprehensive commercial general liability insurance, including blanket contractual liability insurance, naming Strictly Boaters/South Jersey Marina as additional insureds with limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit, \$1,000,000 Marina Operators Legal Liability limit, \$1,000,000 Protection and Indemnity limit.
  - All-risk property insurance covering all of Exhibitors property brought into or used in connection with the show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against Strictly Boaters/South Jersey Marina, its members, officers, employees and agents, and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.
- Certificates of insurance shall be furnished to Strictly Boaters no later than March 30, 2012.

## 8. INDEMNIFICATION

Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse Strictly Boaters/South Jersey Marina and their managers, directors, officers, agents and employees from all losses, claims, liability, damage, actions, judgments recovered from or assessed against Exhibitor or above named indemnitee, plus expenses (including, without limitation, attorney's fees and expenses) (i) for 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 or enjoyment by the Exhibitor, or of any other person or entity with the permission, express or implied, of Exhibitor of the space, equipment or the Show space or marina; (ii) arising from 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 from the sole gross negligence or willful misconduct of the show sponsor, Strictly Jersey/South Jersey Marina or any of its employees.

## 9. COPYRIGHTS

Exhibitor hereby assumes 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 or devices that are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Strictly Boaters/South Jersey Marina and their directors, officers and employees from any claims, damages, costs or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

## 10. ACTS OF GOD

Strictly Boaters/South Jersey Marina shall have no liability whatsoever for any economic damages or for actual damages, of any nature, to any person, matter or thing, resulting from storm, wind, or water and other acts of God, or imminent threat thereof, nor from fire, sticks, lock out, acts of terror or terrorism, war or warlike situations.

## 11. REMOVAL OF GOODS

No exhibit or portion thereof may be closed during Show hours or removed until Sunday, May 6, 2012 at 5:00 p.m. Following the close of the show exhibits will be removed according to the schedule which will be provided. Strictly Boaters will have no responsibility for shipment of goods. Strictly Boaters has the right to send all goods not removed by the end of the breakdown period Monday, May 7, 2012 at 5:00 p.m. to a storage warehouse or storage location (in the case of boats on trailers), and exhibitor does hereby waive all claims of theft, loss or damage to such goods upon reason of said removal, and it further agrees to pay all charges that may be incurred by Strictly Boaters. Exhibitor does hereby grant a security interest to Strictly Jersey in said goods for the payment of said charges incurred by Strictly Boaters or its agent. All holdover boats shall be charged dockage fees, payable to South Jersey Marina, consistent with posted marina transient rates. All in-water boats must depart by 5:00 p.m. Monday, May 7, 2012.

## 12. EXHIBITOR CREDENTIALS

Forms for Exhibitor credentials will be sent to exhibitors that are paid in full, and must be returned by two weeks prior to the Show.

## 13. JURISDICTION

In the event of any legal proceedings, which should arise out of this Agreement, the prevailing party shall be entitled to a reimbursement of its reasonable legal fees. This Agreement shall be governed by, construed, adjudicated in, and according to the laws of the State of New Jersey.

## 14. AMENDMENTS

Strictly Boaters has the full power to interpret and enforce its rules, conditions and regulations, and the power to make reasonable amendments thereto necessary for the proper conduct of a safe, clean, well-regulated and attractive Show.

## 15. WEATHER

The Exhibitor and Strictly Boaters/South Jersey Marina agree that neither Strictly Boaters/South Jersey Marina, nor any of its employees or agents shall be liable for loss, damage, third party damages, claims or loss to property, persons or vessels in the event of acts of God, storms, floods, high winds, or gales. It is Strictly Boaters' sole and absolute discretion to order an evacuation of the Show, or to take the necessary steps to protect public health and property in the event of an act of God, storms, floods, high winds, or gales or environs by the National Weather Service. The Exhibitor agrees that Strictly Boaters/South Jersey Marina does not guarantee safety in abnormal weather conditions (e.g., flood, tide, fog, gale winds, high waves, etc). Exhibitors shall bear total responsibility for all damage to and/or caused by vessels in these circumstances.

## 16. FINANCE CHARGES

In the event that bills are not paid by the Exhibitor to Strictly Boaters/South Jersey Marina, the Exhibitor agrees to pay finance charges thereon at the *RATE OF ONE AND ONE HALF PERCENT (1 and 1/2 %) PER MONTH (18% per year)* or a rate not to exceed the maximum usury rate of the State of New Jersey, whichever is greater. Exhibitor further agrees that in the event that any amounts due are referred to either a collection agency or attorney for collection, or if Strictly Boaters/South Jersey Marina retains counsel to enforce any of the terms of this agreement, it will pay, any collection charges, attorney's fees and costs.