

## 2019 Pacific Sail and Power Boat Show Rules and Regulations

1. **SHOW MANAGEMENT:** Pacific Sail and Power Boat Show (hereinafter referred to as Pacific Boat Show) is produced and managed by Sail America (hereinafter referred to as SA). All decisions regarding space assignments, nature and style of exhibit floor, floor management before, during and after show hours shall be made by SA. Exhibitor agrees that her/his exhibit shall remain from day to day solely in strict compliance with the rules herein laid down. SA reserves the right to reject, eject or prohibit any exhibit in whole or in part, or Exhibitor and/or his representatives upon SA's good faith determination that an exhibit is not in accordance with the Rules and Regulations. Additional regulations shall be detailed in the [Exhibitor Handbook](#), available via the [Pacific Sail & Power Boat Show](#) website. Exhibitor, for himself and his employees, representatives and agents, agrees to abide by the foregoing rules and by any amendments that may be put into effect by SA. Exhibitor agrees to pay all reasonable attorney's fees and other costs incurred by SA in enforcing this agreement with its accompanying rules and schedules, which are incorporated into this agreement. SA 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.
2. **PAYMENT FOR SPACE:** 50% deposit is due upon submission of contract in order for contract to be considered valid. This agreement is entered into between the company's names on the Application (hereinafter referred to as exhibitor(s) and Sail America, Inc. (hereinafter referred to as SA). Please make checks payable to Sail America or pay by credit card. Application for space must be submitted and be accompanied by the deposit specified therein and will not be processed until the deposit is received. No goods will be permitted to be placed in the exhibition space until all payments for space rental have been made. Failure to meet deadlines may cause space to be relocated or reallocated.
3. **ALLOCATION OF SPACE:** Space will be allocated after the October 19th, 2018 deadline based on when the completed contract and deposit were received. Preference will be given to the following exhibitors in the following order: SA members that exhibited in prior year Pacific Boat Show, then SA members that have not previously exhibited. After October 19th, 2018 space will be allocated on a first-come first-served basis, regardless of SA Member status. The applicant agrees that show space will be allocated according to SA Membership as well as being a prior year exhibitor and application date, although SA reserves the right to allocate space in such a manner as to produce a balanced show, since the general attentiveness of the show adds to its spectator appeal.
4. **CANCELLATION:** If any exhibitor elects to cancel the contracted space for any reason, SA will credit the amount towards space in next year's Pacific Boat Show based on written notice being received as follows: 75% credit 91 days or more prior to the first move-in day, 25% credit - 90 days or less prior to the first move-in day, No Credit - 45 days or less prior to the first move-in day. Credits are based on contracted space costs, not monies received. If exhibitor fails to arrive, exhibitor is nevertheless responsible for exhibit space cost.
5. **TERMINATION OF EXHIBITION:** In the event that the Pacific Boat Show is not held as a result of any emergency, as for instance, destruction or damage to Craneway Pavilion and/or Marina Bay Yacht Harbor, by fire, windstorms, strikes or acts of God, etc., or a declaration of a state of emergency by the an elected official, it is expressly understood and agreed that SA may retain as much of the payment made for exhibition space as may be necessary to cover expenses incurred up to the time of such emergency; otherwise all payments shall be refunded to the Exhibitor.
6. **SUBLEASING:** Exhibitors shall not sublease, assign, apportion or share any part of their space without the written permission of SA.
7. **EXHIBITS:** All boats displayed should be in current production and the exhibitor must be able to quote a customer a price for another model just like it. All exhibits shall be erected so as to not obstruct the view of neighboring exhibits. SA reserves the right to determine at what point sound constitutes interference with others and must be discontinued. Exhibitors must, at their own expense keep their own exhibit area clean, boats cleaned and total exhibit in a first class condition. No goods or products other than those manufactured or sold in the regular course of business shall be displayed by Exhibitor.
8. **ACCEPTABLE EXHIBITS:** Only those products or services directly related to design, construction and use in the marine industry will be eligible for display, unless accepted in advance by SA. All dealers will work in exhibit space

paid by manufacturers that they represent. There shall be no used boats in Pacific Boat Show except one-design class associations unless pre-approved by SA. Boards, placards, signs, etc. displaying used boats shall be prohibited. Exhibitors shall display their products and conduct their business only within their assigned space. No placards, stickers or other signs relating to non-exhibiting firms will be allowed in individual exhibits or anywhere else in Pacific Boat Show. No used boats or brokerage literature will be allowed to be displayed unless pre-approved by SA. Diesel engines will be those intended for use as auxiliary power in sailboats. Rubber boats, dinghies and row boats will be limited to those used as tenders for sailboats. Boats, trailers and other production displays are not permitted in any parking areas or any other exhibit facility in Richmond during Pacific Boat Show hours. Small regional builders may join together to purchase booth space. SA reserves the right to allow and choose which non-profit organizations and industry concept promoters may participate with their exhibit fee reduced or waived. Exhibitor agrees that SA may remove any exhibits or products that it determines are of a disruptive, objectionable, inappropriate nature or unauthorized by SA. Only listed and SA approved products are permissible for display. Drawings, guessing games and prize contests of any kind sponsored by individual exhibitors are subject to prior approval of SA.

9. LATE SET - UP FORFEITURE: Exhibitors who do not set up on schedule may, at the discretion of SA, have their designated space reallocated or relocated, if no alternative is available, may be required to forfeit their show space and participation rights. The removed Exhibitor shall not be entitled to a refund or any resulting damages.

10. COMPLIANCE: All applicable Electrical, Fire and Health department rules and regulations, and all City, State and Federal laws shall be complied with by all Exhibitors. Crowding will be restricted; exhibits must not block aisles and fire exits. Federal and State Water Quality Standards must be complied with at all times and Exhibitors shall be solely responsible to ensure that there is no dumping or discarding of refuse, sanitary waste or other pollutants in the water surrounding their exhibits or on the Show site.

11. SPECIAL SERVICES Sufficient lighting will be provided for general illumination of the entire Pacific Boat Show exhibit area. Exhibitors requiring special lighting or additional electric outlets should use the "Electric Order Service Form" found in the official Pacific Boat Show Exhibitor's Kit. Electricity, gas, water and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specifically from the persons authorized to supply such services in conformity with city, insurance and other requirements.

12. REMOVAL OF GOODS: No exhibit or portion thereof may be closed during Show hours or removed until Sunday, April 7<sup>th</sup>, 2019 at 5:00 p.m. Failure to comply will have a direct effect on the opportunity to exhibit at future shows. Following the close of the Show on Sunday, April 7<sup>th</sup>, 2019, exhibits will be removed according to the schedule which will be provided or in accordance with the updated instructions of SA. All displays shall be properly marked for shipment by the exhibitor and left in their designated display area. Exhibitor will be responsible for payment of said shipment. SA shall have no responsibility for the improper shipment of goods. SA reserves the right to ship all goods not removed from the Show site by the close of the breakdown (Monday, April 8<sup>th</sup>, 2019 at 2:00PM) to the address on the contract via freight carrier at the expense of the exhibitor. Exhibitor does hereby waive all claims for theft, loss or damage to such goods by reason of said removal, and it further agrees to pay all charges that may be incurred by SA. Exhibitor does hereby grant a security interest to SA in said goods for the payment of said charges incurred by SA or its agent.

13. INSURANCE: All Exhibitors are required to provide proof of General Liability coverage from an insurance company in good standing with the minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. In-Water Exhibitors shall also carry \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability AND EITHER a) \$1,000,000 Watercraft Liability, or b) \$1,000,000 Protection and Indemnity (P&I) Coverage. The certificate must name the following as additionally insured: Sail America Inc. Pacific Sail and Power Boat Show, Orton Entertainment LLC, Orton Development Inc., Ford Point LLC, and Richmond Bay Marina LLC dba Marina Bay Yacht Harbor. SA will not be responsible for any injury to persons or damage to goods while at the show or in transit to or from the show. Exhibitors shall provide and keep in force during the show period April 4<sup>th</sup>-7<sup>th</sup>, 2019 including move-in and move-out periods. Please note that the coverages above are the minimum required for show participation, and SA recommends that you consult with your own insurance advisor to determine the adequacy of your overall insurance program.

14. INDEMNIFICATION: Neither SA, nor their representatives or agents, will be liable or responsible for any injury to exhibitors, their employees, invitees, guests or visitors within the confines of the space, or spaces, contracted for by the exhibitor or within the confines of the Show, or in the event exhibitor takes its boat away from the space in a demonstration or otherwise. Exhibitor does hereby indemnify, save and hold harmless, SA, their officers, directors or

employees, representatives or agents from any suit, claim for personal injury or for property damage or for loss of use of property by whomever sustained on or about Exhibitor's display, boat or otherwise, or arising out of Exhibitor's participation in the Show, in any capacity, unless damage or injury is due solely to the negligence of SA. Said indemnification shall include SA's attorney's fees or other costs. Exhibitor hereby indemnifies and does hereby hold SA harmless for all costs and fees incurred by SA in arbitrating or defending any action legal or otherwise brought by any manufacturer, distributor, dealer or other exhibitor who threatens to or in fact sues SA to remove an exhibitor from the Show. SA shall not be responsible for the loss or damage to any goods from any cause whatsoever, including negligence, while in transit to or from the Show, while in the exhibit area nor for moving costs. Exhibitors shall be solely responsible for securing their exhibit displays and materials at all times. SA shall not in any event be liable for consequential damages, lost profits, or any other similar damages. Damage to property is Exhibitor's own responsibility. Exhibitor is advised to ensure against these risks.

15. SALES TAX AND APPLICABLE FEES: The California State Board of Equalization (CSBOE) requires that all exhibitors provide documentation verifying their seller's permit status. Exhibitors are required to either submit a copy of your California Seller's Permit or complete and submit the Pacific Boat Show California Seller's Permit Policy Form. Exhibitors shall comply with all CA State Laws and City of Richmond ordinances.

16. EXHIBITOR CREDENTIALS: Exhibitor and dealer credentials must be completed online, through the exhibitor log-in credential tab, 3 weeks prior to show opening. In no case will such credentials be issued until Exhibitor has fully complied with all conditions set forth herein. SA reserves the right to limit the number of such credentials. SA also reserves the unlimited right to revoke or not to issue credentials to any person(s), or to remove exhibits whose presence SA deems to be not in the best interest of the Show, the public, or other exhibitors. In such event, exhibitors waive all claims for loss or damage of any nature which they might have as a result of the decision not to issue, or to revoke credentials, or to remove exhibits.

17. ANIMALS: Animals are not allowed on the Show site at any time – before, during, or after set-up hours and show hours, other than clearly marked service animals with paperwork.

18. ACTS OF GOD: SA shall have no liability whatsoever for any economic damages or for actual damages, of any nature, to any person, matter or thing resulting from earthquake, storm, wind or water or other acts of God, or imminent threat thereof, nor from strikes, lockouts, or fire. It is SA's sole and absolute discretion to take the necessary steps to protect public health and property in the event of an act of God. The Exhibitors agree that SA does not guarantee safety in abnormal weather conditions (e.g., earthquake, flood, tide, fog, gale winds, high waves, and tropical storm). It shall be the Exhibitor's responsibility to remove its vessels in a timely manner without liability to SA. Exhibitors shall bear total responsibility for all damage to and/or caused by vessels in these circumstances.

19. MUSIC COPYRIGHT: Exhibitor acknowledges that the copyright laws of the US with regard to music on cassettes, CDs, records, videos, etc. may result in the payment of royalties. Exhibitor shall comply with all of said copyright laws and pay all of said royalties. Exhibitor hereby indemnifies and holds harmless SA in accordance herewith.

20. DEFAULTS: If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this agreement, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the agreement, SA may, without notice, terminate his agreement and retain all monies received on account as liquidated damages. SA may thereupon direct the Exhibitor forthwith to remove its Employees or Agents and all of its articles of merchandise and other personal property from the space contracted for and from Craneway Pavilion and/or Marina Bay Yacht Harbor.