

# 67th Annual Seattle Boat Show

CenturyLink Field - January 24 - February 2, 2014

www.seattleboatshow.com/exhibit

Company	_____	Cell Phone	_____
Contact	_____	Business Phone	_____
Address	_____	Business Fax	_____
	_____	*WA State UBI #	_____ <b>REQUIRED</b>
City/ST/Zip	_____	**Email	_____

\*Required to exhibit \*\* E-mail address will receive weekly boat show updates.

## APPLICATION & CONTRACT FOR EXHIBIT SPACE

**EARLY MEMBER RATE**  
**On or Before August 31, 2013**

**Rates for applications  
received between  
September 1-30, 2013  
\$395 application fee  
\$6.95 per Square Foot**

**LATE MEMBER RATE**  
**After October 1, 2013**

Application Fee: \$295.00  
Price Per Square Foot: \$6.80  
Square Feet Requested: \_\_\_\_\_  
Estimated Amount Due: \_\_\_\_\_  
\$6.80 x \_\_\_\_\_ + \$295 = \_\_\_\_\_  
square feet requested estimated amount due

Application Fee: \$395.00  
Price Per Square Foot: \$8.15  
Square Feet Requested: \_\_\_\_\_  
Estimated Amount Due: \_\_\_\_\_  
\$8.15 x \_\_\_\_\_ + \$395 = \_\_\_\_\_  
square feet requested estimated amount due

1. See bottom of page 2 for your guaranteed Total Space Allocation
2. Sixty-five cents (\$0.65) of every square foot rented will go to the NMTA Grow Boating Fund
3. The application fee is separate and in addition to your NMTA Membership Dues
4. Minimum billing for accessory display is \$975 (100 sq. ft.) for on time applications and \$1,210 for late applications

Estimated Amount Due (from above)	\$	_____
Seattle 10-Day Temporary Business License*	\$	50.00
*Seattle Temporary Business License is required for all exhibitors unless exhibitor has a City of Seattle Customer Number.		
Our City of Seattle Customer Number is _____ (not Wash. State UBI number)	<b>TOTAL \$</b>	_____
Please do not bill for a Seattle Temporary Business License.		
<b>50% DEPOSIT or more of estimated amount due must accompany application.</b>	<b>DEPOSIT \$</b>	_____

- Application and deposit due: August 31, 2013
- Space allocation will not be made without proper deposit and signed contract
- Where actual space assigned exceeds the amount requested, applicant agrees to pay for said assigned space at prevailing rates

**Applicant has read and agrees to be bound by the terms of this Application and Contract. A fifty percent (50%) DEPOSIT (see #2, page 4) must accompany signed APPLICATION and CONTRACT FOR EXHIBIT SPACE and must be received by dates listed.**

Print Name	_____	Title	_____
Exhibitor Authorized Signature	_____	Date	_____

Make checks payable to **Northwest Marine Trade Association**

**50% Deposit Due: August 31, 2013      Final Payment Due: December 13, 2013**

Circle Payment Method:    Check                      Mastercard                      Visa

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Card Holder's Name: \_\_\_\_\_

Any Applications received after December 13, 2013 must be accompanied by 100% payment. Exhibitors with outstanding payments due before show opening will not be permitted to move into the show. Mail in advance to ensure compliance with deadline dates!

## SEATTLE BOAT SHOW LISTING FOR SHOW PROGRAM & WEBSITE

### ACCESSORY AND BOAT DISPLAY INFORMATION FOR SHOW PROGRAM, WEBSITE & MOBILE APP

IMPORTANT! This information is for Exhibitor Listings in the Boat Show Program, online at [www.seattleboatshow.com](http://www.seattleboatshow.com) and press information.

SELECT THE TOP THREE (3) CATEGORIES you will be displaying at the Seattle Boat Show. If you select more than three, show management will modify your selections. If you exhibited last year the selections you made are shown.

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Boats: Brokerage                    | <input type="checkbox"/> Clothing, Outerwear & Footwear          | <input type="checkbox"/> Marine Hardware                           |
| <input type="checkbox"/> Boats: Inflatables & Dinghies       | <input type="checkbox"/> Computers and Software                  | <input type="checkbox"/> Marine Properties                         |
| <input type="checkbox"/> Boats: Personal Watercraft          | <input type="checkbox"/> Docks, Davits, Floats, Lifts, Anchoring | <input type="checkbox"/> Navigational, Charting Aids & Instruments |
| <input type="checkbox"/> Boats: Power                        | <input type="checkbox"/> Electrical, Generators & Batteries      | <input type="checkbox"/> Paints & Finishes                         |
| <input type="checkbox"/> Boats: Rowing, Canoes, Kayaks       | <input type="checkbox"/> Electronics & Communications            | <input type="checkbox"/> Plumbing & HVAC                           |
| <input type="checkbox"/> Boats: Sail                         | <input type="checkbox"/> Engine Controls & Accessories           | <input type="checkbox"/> Propellers                                |
| <input type="checkbox"/> Boats: Wood                         | <input type="checkbox"/> Engines: Outboard & Inboards            | <input type="checkbox"/> Safety Equipment & Services               |
| <input type="checkbox"/> Boatyards, Marine Repair & Service  | <input type="checkbox"/> Finance & Insurance                     | <input type="checkbox"/> Sails and Sail Handling Equipment         |
| <input type="checkbox"/> Books, Videos, Publications & Media | <input type="checkbox"/> Fishing Equipment & Accessories         | <input type="checkbox"/> Seats, Canvas & Graphics                  |
| <input type="checkbox"/> Cabin & Galley Equipment            | <input type="checkbox"/> Gifts, Jewelry, Art and Nautical Goods  | <input type="checkbox"/> Surveyors, Vessel Title, Legal            |
| <input type="checkbox"/> Chandlery & Marine Supply Store     | <input type="checkbox"/> Instruction and Education               | <input type="checkbox"/> Trailers                                  |
| <input type="checkbox"/> Charter & Yacht Lease               | <input type="checkbox"/> Marinas and Resorts                     | <input type="checkbox"/> Watersports & Scuba Equipment             |
| <input type="checkbox"/> Cleaners & Adhesives                |  |  |

## LOCATION TYPE & REQUESTS

Our company would like to display in the: ☐ Accessory Display Area ☐ Boat Display Area

### Important

Members requesting space in the Boat Display area must be a boat dealer and provide a copy of your state vessel dealer license or be a boat manufacturer and provide a copy of a current MSO document with a valid manufacturer's ID code.

Vessel Dealer License: \_\_\_\_\_ Manufacturer's ID Code: \_\_\_\_\_

Please include any specific location requests:

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Locate us next to: \_\_\_\_\_ Do not locate us next to: \_\_\_\_\_

All parties must agree. Dealer to Manufacturer (vertical blocking) is allowed. Dealer to dealer (horizontal blocking) is not permitted.

## SPACE ALLOCATION PROCEDURES

In April 2005 the NMTA Board of Trustees approved revisions to the NMTA Boat Show Guidelines & Rules (Available at: [www.seattleboatshow.com/exhibit](http://www.seattleboatshow.com/exhibit)). The purpose of the revisions was to make the Seattle Boat Show space allocation process easier to communicate and document, particularly on how members can increase the size of their display. Five different allocations are now used to determine an exhibitors TOTAL SPACE ALLOCATION. Following is a summary of your current allocations, as well as your Priority Points and Growth Points. See page 3 of the application for more specifics and how to request a change to your allocations.

### Current allocations for your company are:

1) Base Allocation	0
2) Manufacturers Product Line (MPL)	0
3) Acquired Members Allocation	0
4) Additional Location Allocation	0
5) Growth Allocation	0
<b>TOTAL SPACE ALLOCATION</b>	<b>0</b>

### Priority Points for your company are:

Member Points	0
Show Points	0
<b>Total Priority Points</b>	<b>0</b>

### Growth Points for your company are:

Growth Points from Membership	0
Growth Points from Show	0
<b>Total Growth Points</b>	<b>0</b>

## SPACE ALLOCATION DESCRIPTIONS AND PROCEDURES

### 1) BASE ALLOCATION

Prior to April 2005 this was the only method of allocating Seattle Boat Show space. Active members with a Base Allocation prior to April 2005 will see that value printed at the bottom of Page 2. A hiatus from the show may be taken once every five years without affecting the member's base allocation. Members can still request an increase to their Base Allocation and the Boat Show Committee can still increase a member's Base Allocation "for the good of the show." The increase needs to happen two consecutive years for the increase to become permanent.

### 2) MANUFACTURERS PRODUCT LINE (MPL) - BOAT DISPLAYS ONLY

An important goal of the Seattle Boat Show is to display as many different MPL's (boat brands) as possible and encourage new MPL's to be displayed. Members that add a new MPL to their display in 2014 that is not already listed will receive a 250 sq. ft. allocation or enough space to display the smallest model in the MPL. The Boat Show Committee will determine what MPL's are eligible to receive a space allocation. Distribution, marketing, HIN numbers, and MSO documents will be considered. Members who add MPL's and receive space for 2014 and all future shows will forfeit that space if the MPL is no longer represented and displayed. Members must display all their MPL's listed on their boat show application or they can receive a financial penalty (see Boat Show Guidelines & Rules). Members can add one MPL per year and receive the 250 sq. ft. allocation. Space allocated for MPL's in 2005 or earlier will not be forfeited if the MPL is no longer represented or displayed.

	Boat Brands (MPL) Displayed at Seattle Boat Show	Allocation Date	Allocation
1			
2			
3			
4			
5			
6			
7			

### 3) ACQUIRED MEMBER ALLOCATION

Members that acquire another NMTA member can receive the benefit of the acquired member's allocations. Acquiring members do not need to maintain a separate legal entity for each acquired member. An acquired member business must be operated as an ongoing business for two years or the space associated with the acquired member will be forfeited.

	ID #	Acquired Members	Year Acquired	Allocation
1				
2				
3				
4				
5				
6				
7				
8				
9				

### 4) ADDITIONAL LOCATION ALLOCATION

Members that add additional locations after April 2005 within 500 miles of Seattle can receive an additional allocation of 250 sq. ft. for boat display space and 100 sq. ft. for accessory display space. Additional locations requesting boat space must have a unique state Vessel Dealer License, location, and appropriate signage. Notification about an additional location must happen in writing on the boat show application and be received on time to be considered. Additional locations can be added one per year and receive the additional allocation.

	Additional Location's - Address	Year of Allocation	Allocation
1			
2			

### 5) GROWTH ALLOCATION

Members can increase their space allocation without adding MPL's, adding locations or acquiring members. Members that exhibit in the Seattle Boat Show, and apply for space on time and pay boat show invoices on time will receive one Growth Point per year. Members that maintain their NMTA membership will receive one Growth Point per year. Ten (10) Growth Points can be converted into 250 sq. ft. of Boat Display space or 100 sq. ft. of Accessory Space. A request to convert Growth Points into space allocation must be submitted in writing on the boat show application.

	Growth Allocation Points Used	Year of Allocation	Allocation
1			
2			

## ADDITIONAL APPLICATION / CONTRACT TERMS

1. **AFFILIATE MEMBER** – Affiliate Member Applicants by this Application/Contract petition the Boat Show Committee for participation in the 2014 Seattle Boat Show.
2. **APPLICATION DUE DATE AND PAYMENT SCHEDULE** – This Application/Contract and required deposit must be received and receipted by NMTA on or before August 31, 2013 or bear a postal service postmark on or before the date of August 31, 2013. Final payment must be received by the NMTA on or before 5:00 p.m. December 13, 2013.
3. **LATE APPLICATION/PAYMENT SCHEDULE** – Any Application/Contract for exhibit space received by the NMTA between September 1 and September 30, 2013 will not be awarded a priority point or growth point and will be billed an application fee of \$395. Any Application/Contract for exhibit space received by the NMTA after September 30, 2013 will be considered by the Boat Show Committee at its next meeting on a space available basis. Applicant will not receive a priority point nor will applicant be allocated space (this will be considered the hiatus year) and will be billed the late rate on the final invoice.
4. **LATE PAYMENT FEE/SCHEDULE** – If final payment is not received by the due date, no priority point or growth point will be granted and a late payment of 10% of any balance due will be assessed. The late payment fee must accompany the final payment. Final payment and late payment fee must be received by the NMTA on or before December 13, 2013 (or bear a postal service postmark on or before December 13, 2013) or space will be reassigned.
5. **EXHIBITOR HANDBOOK** – Applicant agrees to be bound by the Boat Show Rules and Guidelines contained in the Exhibitor Handbook. A copy of the Exhibitor Handbook can be obtained at [www.seattleboatshow.com/exhibit](http://www.seattleboatshow.com/exhibit) after Nov.1 or the exhibitor can request a copy to be furnished. Applicant agrees that if they fail to comply with the terms of this Agreement and the Boat Show Rules and Guidelines set forth in the Exhibitor Handbook, the NMTA shall have the right, without notice to the Applicant, to remove applicants exhibit from the show.
6. **MARINE RELATED EXHIBIT & NO SUBLETTING OF EXHIBIT SPACE:**
  - A. **MARINE ORIENTED PRODUCTS ONLY:** The NMTA Boat Show Committee has established a policy that only marine oriented products can be displayed. This means that such items as campers, snow equipment, snow mobiles, automobiles, real estate (other than marine oriented projects), and time share vacations will not be permitted in the show without approval of the NMTA Boat Show Committee or its designee. Displays must have ample orientation; "pictures, brochures, samples, etc." showing application to the recreational marine industry.
  - B. **NO SUBLETTING:** Applicant agrees not to lease or sublease any portion of the assigned space to another individual or company with or without consideration.
  - C. **NOT ANCILLARY:** Applicant agrees not to allow use of any portion of the assigned space for another individual or company that is auxiliary to, related to or secondary to the applicant.
  - D. **SUBTERFUGE:** Applicant agrees not to intentionally misrepresent the true nature of the use of any portion of the assigned space.
- E. PENALTY: FAILURE TO COMPLY WITH THE USE OF SPACE PROVISIONS (6 A–D) WILL RESULT IN THE FORFEITURE OF BASE ALLOCATION, SPACE ALLOCATIONS, PRIORITY POINTS AND GROWTH POINTS.**
7. **CANCELLATION BY APPLICANT** – In the event of cancellation by Applicant on or before November 1, 2013, the NMTA will refund monies paid upon applicant's assigned space being relet. Cancellation by the Applicant on or after November 1, 2013, shall result in forfeiture to the NMTA of the rental paid; provided, if NMTA relets the assigned space, NMTA shall retain \$300 or fifteen percent (15%) of the invoiced rental, whichever is greater, as liquidated damages.
8. **SEAHAWKS PRIORITY** – Applicant understands that the Seattle Seahawks are the primary tenant of the CenturyLink Field Event Center, and that the Seahawks have priority in use of that facility in the event of a conflict between the Seahawks schedule (including playoff games) and the Seattle Boat Show. Applicant agrees that its permission to participate and exhibit in the NMTA's Seattle Boat Show is for all purposes subject, subordinate and junior to the rights of the Seahawks relating to the facility; and Applicant acknowledges that the NMTA may be required to delay, interrupt or otherwise disturb Applicant's participation in the show to accommodate the Seahawks.
9. **CANCELLATION/REDUCTION OF EXHIBIT SPACE BY THE NMTA** – NMTA reserves the right to reduce Applicant's exhibit space and/or to revoke and cancel the acceptance of this Application/Contract by the NMTA with or without good cause. In the event of cancellation, the NMTA shall refund to Applicant its space rental payment. Applicant agrees to waive all claims for damages, arising from or caused by NMTA's cancellation, against 1) the NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Washington State Public Stadium Authority and its employees; 3) First and Goal and its employees; 4) or any company providing NMTA with a temporary structure for Boat Show purposes.
10. **LIABILITY/HOLD HARMLESS** – Applicant agrees to indemnify and hold harmless the entities and individuals listed below from all claims damages, penalties, attorney fees, costs, and expenses related to any injury or damage to Applicant, Applicant's employees, persons providing services for the benefit of Applicant, and/or Applicant's guests and patrons, arising from Applicant's use of the assigned space, participation in the Seattle Boat Show, and/or Applicant's failure, in connection with participation in the Seattle Boat Show, to comply with all applicable laws, as provided in paragraph 13, below: 1) NMTA, its employees, contractors, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Washington State Public Stadium Authority and its employees; 3) First and Goal and its employees; and 4) any company or entity providing NMTA with fixtures or a temporary structure for Boat Show purposes.
11. **APPLICANT INSURANCE** – Applicant shall maintain bodily injury and property damage insurance coverage, including contractual liability, in the minimum amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate where aggregate limits apply, and shall name the Northwest Marine Trade Association, its employees, Officers, and Board of Trustees, and King County as additional insured under the policy. Applicant shall maintain all risk property insurance covering applicant's own property and property of others in the Applicant's care, custody, or control. Applicant agrees to waive subrogation against the Northwest Marine Trade Association and Washington State Public Stadium Authority, its employees, First and Goal, its employees for loss of or damage to Applicant's property and property of others in the Applicant's care, custody or control. Certificates of insurance must be furnished to the NMTA prior to move-in. Applicant's insurance shall be primary in any and all claims.
12. **DAMAGE TO APPLICANT'S EXHIBIT** – Applicant assumes all risks of damage to its exhibit and/or loss, by theft or otherwise, of the exhibit or other property. No claim arising from such loss shall be made by Applicant upon the NMTA, Washington State Public Stadium Authority, its employees, First and Goal, its employees, or any company providing the NMTA with a temporary structure for Boat Show purposes, or their representatives.
13. **COMPLIANCE WITH LAWS** – Applicant agrees to comply with all applicable state, federal, and local laws, statutes, ordinances, rules, and regulations, including but not limited to those relating to health and safety, discrimination, harassment, reasonable accommodation, wages, working conditions, and environmental hazards.
14. **MOVE IN/MOVE OUT** – Applicant agrees to comply with the NMTA schedule of Move-In and Move-Out. The NMTA will advise Applicant of Applicant's Move-In schedule. The Move-Out schedule will be posted during the Boat Show at the Show Office.
15. **APPLICANT'S ACCOUNT** – All Applicant's account(s) with the NMTA must be paid in full before Applicant is assigned space or permitted to move in to the Boat Show.
16. **MUSIC** – Playing recorded music, radio and television at Applicant's exhibit is prohibited. However, a video with background music may be played at Applicant's exhibit provided Applicant has first secured a license covering "public performance rights" or "all rights" to play the music contained in said video and has executed a Hold Harmless Agreement and Agreement Re: Use of Music at Boat Show Exhibit. Said Agreement must be delivered to NMTA by December 13, 2013. The sound volume must be acceptable to the NMTA Boat Show Director or the NMTA Boat Show Committee.
17. **ADVERTISING TOBACCO PRODUCTS** – Applicant agrees that it will comply with King County Ordinance No. 10615 at its exhibit; that applicant will not display, promote or advertise any tobacco products including any product containing tobacco, the prepared leaves of plants of the nicotiana family including but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco or any other preparation of tobacco. Applicant further agrees that any violation of this paragraph will be material breach of its contractual obligations.
18. **NMTA DISPUTE RESOLUTION** – APPLICANT AGREES THAT ANY CLAIM OR DISPUTE ARISING FROM OR CONCERNING THE SEATTLE BOAT SHOW (INCLUDING BUT NOT LIMITED TO A CLAIM OR DISPUTE CONCERNING THE VENUE, DURATION OR SCHEDULE FOR THE SHOW AND/OR CONCERNING LOCATION, ASSIGNMENT OR ALLOCATION OF SHOW SPACE) SHALL BE RESOLVED BY MEDIATION AND, IF NECESSARY, ARBITRATION BEFORE JUDICIAL DISPUTE RESOLUTION LLC OF SEATTLE, WA (JDR). TIME IS OF THE ESSENCE IN RESOLVING ANY SUCH CLAIM OR DISPUTE; AND ANY CLAIM OR DISPUTE MUST BE PROMPTLY PRESENTED AND BEST EFFORTS MUST BE MADE BY APPLICANT TO RESOLVE SUCH CLAIM OR DISPUTE PRIOR TO THE OPENING OF THE SEATTLE BOAT SHOW. A CLAIM OR A DEMAND FOR DISPUTE RESOLUTION MUST BE MADE IN WRITING AND MUST BE OTHERWISE IN COMPLIANCE WITH THE RULES AND PROCEDURES OF JDR. THE FAILURE TO COMPLY WITH THE TIME REQUIREMENTS IMPOSED HEREIN MAY RESULT IN THE BARRING OF APPLICANT'S CLAIM.