

33rd Seattle Boat Show at Shilshole Bay Marina

August 6 - 9, 2009

www.exhibitor.seattleboatshow.com

APPLICATION & CONTRACT FOR EXHIBIT SPACE

Company _____ Cell Phone _____
Contact _____ Business Phone _____
Address _____ Business Fax _____
City/ST/Zip _____ *WA State UBI # _____ **REQUIRED**
**Email _____
*Required to exhibit ** E-mail address will receive weekly boat show updates.

EXHIBITOR SPACE REQUEST

	Show Rates		Total Cost
	Before 6/30/09	After 6/30/09 & Non-Member	
Booth Display _____ # of booths	\$850	\$950	\$ _____
(Accessories) - 10'x8', includes 8' backwall and 3' sidwade, white tent cover and 500w electrical outlet.			
On-Land Display* _____ Sq. Ft.	\$1.95/Sq. Ft	\$2.30/Sq. Ft	\$ _____
(New Boats under 25') Display Area is uncovered and electric service is not available. *Total Display Area Square Footage. (Use page 2 to calculate)			
In-Water Display** _____ Sq. Ft.	\$3.75/Sq. Ft	\$4.40/Sq. Ft	\$ _____
(New or Used boats 25' plus) Includes 15 or 30 amp electrical service depending on location; 50 amp service is available in some locations. **Total Boat Square Footage. (Use page 2 to calculate)			
Seattle 5-Day Temporary Business License*			\$ 25.00
*Seattle 5-Day Temporary Business License - Required of exhibitors unless exhibitor has a City of Seattle Customer Number.			
Our City of Seattle Customer Number is _____ (not WA State UBI#)			TOTAL \$ _____

*In-Water Requirements: The minimum length for Boats in the water is 25'.

*Approval of Brokerage Boats Display: NMTA reserves the right to reject for display any Brokerage Boat(s) which, in the sole opinion of the President of NMTA, would not be the best interest of the Seattle Boat Show at Shilshole Bay Marina.

25% DEPOSIT or more of estimated amount due. Must accompany application.

DEPOSIT \$ _____

NOTE: Space assignment will not be made without proper deposit, signed contract, and Insurance certificate. Deposit due Tuesday, June 30, 2009.

• 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 twenty five percent (25%) DEPOSIT (see #2 on page 3 of contract) 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**

• **25% Deposit Due: June 30, 2009** • **Final Payment Due: July 31, 2009**

Check Mastercard Visa

Credit Card #: _____ Exp. Date: _____

Any contracts received after July 31, 2009 must be accompanied by 100% payment. Exhibitors with outstanding payments due before show opening will not be permitted to move into the show.

IMPORTANT! Page 2 must be completed by ALL EXHIBITORS to be listed in the Boat Show Program, Web site and press materials. Please list all products or services you will exhibit at the show.

(CONTINUED ON PAGE 2)

RETURN TO NMTA - MAKE A COPY FOR YOUR RECORDS
Northwest Marine Trade Association • 1900 North Northlake Way • Suite 233 • Seattle • WA • 98103
ph. 206-634-0911 • fax 206-632-0078 • www.seattleboatshow.com • info@seattleboatshow.com

SHOW POINTS & LOCATION REQUEST

Priority Point Information (for your reference only.)

Membership Points: _____ SBSS Points: _____ Total: _____

Locate us next to: _____ Do not locate next to: _____
 (all parties must agree)

LISTING FOR SHOW PROGRAM & WEBSITE

PUBLICITY INFORMATION

Check here if you will introduce a new product at the show. Please provide name and a brief description of the product(s):

BOATS TO BE DISPLAYED

IMPORTANT! This information is for Exhibitor Listings in the Boat Show Program, online at www.seattleboatshow.com, and in all press information.

Manufacturer	Model Name (one per line)	Model Year	Power or Sail	Length L.O.A. (including bowsprit and/or swim step)	Beam (feet)	TOTAL SQ FT (LXB)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
In-Water Boats: Total Square Feet = Length (L) x Beam (B) On-Land Boats: Total Square Feet = L x B +Additional Display Area Needed			Total Square Feet Requested:			

ACCESSORY AND BOAT DISPLAY INFORMATION FOR SHOW PROGRAM & WEBSITE

IMPORTANT! This information is for Exhibitor Listings in the Boat Show Program, online at 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.

- | | | |
|--|--|--|
| <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 & Instrumen |
| <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 | | |

ADDITIONAL APPLICATION / CONTRACT TERMS

1. **AFFILIATE MEMBER** - Affiliate member Applicants by this Application/Contract petition the Board of Trustees for participation in the 2009 Seattle Boat Show at Shilshole Bay Marina.
2. **APPLICATION DUE DATE PAYMENT SCHEDULE** - This Application/Contract and required deposit must be received and receipted by NMTA on or before 5:00 p.m. on Tuesday, June 30, 2009 or bear a postal service postmark on or before the date of Tuesday, June 30, 2009. Final payment must be received by the NMTA on or before 5:00 p.m. Saturday, July 31, 2009 or bear a postal service postmark on or before July 31, 2009.
3. **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.exhibitor.seattleboatshow.com 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 applicant's exhibit from the show.
4. **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.
5. **CANCELLATION BY APPLICANT** - In the event of cancellation by Applicant on or before July 10, 2009, the NMTA will refund monies paid upon applicant's assigned space being relet. Cancellation by the Applicant on or after July 11, 2009, 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.
6. **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.
7. **LIABILITY/HOLD HARMLESS** - Applicant agrees to indemnify and hold harmless from all claims, damages, attorney fees, costs and expenses arising from any injury to Applicant, Applicant's employees, guests, and patrons arising from Applicant's use of the assigned space and participation in the Seattle Boat Show at Shilshole Bay Marina the following: 1) NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Port of Seattle and its employees; 3) and any company providing the NMTA with a temporary structure for Boat Show purposes.
8. **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 Port of Seattle, 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.
9. **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, Port of Seattle, its employees, or any company providing the NMTA with a temporary structure for Boat Show purposes, or their representatives.
10. **COMPLIANCE WITH LAWS** - Applicant agrees to comply with all laws, statutes, ordinances, rules, and regulations of the government of the United States, State of Washington, County of King, City of Seattle.
11. **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 NMTA Boat Show Office.
12. **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 into the Boat Show.
13. **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 July 31, 2009. The sound volume must be acceptable to the NMTA Boat Show Director or the NMTA Boat Show Committee.
14. **NMTA DISPUTE RESOLUTION** - Applicant agrees that any claim or dispute concerning location, assignment or allocation of Boat Show space, arising under this Application/Contract, 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 resolved 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 herein may result in the barring of Applicant's claim.