



Seattle Boat Show at  
Kirkland Uncorked  
July 12-14, 2019

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Cost: \$350/boat for boats smaller than 30' LOA.  
\$600/boat for boats 30' and larger LOA.

*Earn a \$100 discount off your total application if you bring three or more boats for display.*

Large boat space is limited – boats over 40' feet will be considered only as space allows. Safety is a priority - if this event experiences dangerously high winds, the public might be restricted from the floating dock portion of the show for a period of time, or large boats could be asked to leave.

Payment: Application must include 100% payment.

I would like to bring \_\_\_\_\_ boats to the 2019 Seattle Boat Show at Kirkland Uncorked.

<u>Brand</u>	<u>Model</u>	<u>Length Over All</u>	<u>Beam</u>

\*\*\*Please note: boats may be stern tied and electricity is not available\*\*\*

The application is a binding contract between NMTA and the Exhibitor and includes the terms on both the face of this application and the Rules and Regulations included with this application. The exhibitor agrees to be bound by all such Terms and Conditions. Any exhibitor requests for cancellation or space changes are subject to these Terms and Conditions. By signing and submitting this form to NMTA, the Exhibitor acknowledges, agrees and consents to receipt of notices from NMTA and its affiliated using the contract information set forth on this form.

Please bill my credit card:                      VISA                      MasterCard                      **(No Amex)**

CC# \_\_\_\_\_ Exp. Date \_\_\_\_\_ **CVV Code** \_\_\_\_\_

Name **on Card** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Billing Address for Card** \_\_\_\_\_

**Email for receipt** \_\_\_\_\_

Email [katiemc@nmta.net](mailto:katiemc@nmta.net) or FAX TO NMTA: 206-632-0078

**BEFORE WEDNESDAY, JUNE 26**

# Kirkland Uncorked

## RULES AND REGULATIONS

- SHOW MANAGEMENT: THE SEATTLE BOAT SHOW AT KIRKLAND UNCORKED ("KUC")** is produced and managed by Northwest Marine Trade Association, otherwise known and referred to as "NMTA" or the "Management". All decisions regarding participation, space assignments, nature and style of exhibit, floor management (before, during and after show hours) shall be made by NMTA. NMTA shall have full power and discretion in the interpretation and enforcement of all rules and regulations, and the power to make amendments and additions thereto, whenever and as they shall consider necessary for the proper conduct at KUC. Exhibitor agrees that its exhibit shall be admitted and shall remain on site conditioned on Exhibitor's strict compliance with these KUC Rules and Regulations. Management reserves the right to reject, eject or bar any exhibit or Exhibitor or its representatives upon the Management's good faith determination that an exhibit or Exhibitor is violating these Rules and Regulations. Additional regulations regarding the character of exhibits move-in, set up and installation procedures, and Exhibitor credentials, may be found in the Exhibitor Kit, available to all confirmed Exhibitors, which rules and regulations are also incorporated herein by this reference.
  - APPLICATION DUE DATE AND PAYMENT SCHEDULE:** This Application/Contract and required full payment must be received by NMTA on or before June 26, 2019 or bear a postal service postmark on or before the date of June 26, 2019.
  - PAYMENT FOR SPACE:** Application for participation and space in KUC must be submitted on KUC official application form and must be accompanied by the payment required. Access for move in and set up in the exhibition space will not be permitted until all payments for space rental have been received by NMTA. All payments are non-refundable.
  - TERMINATION OF EXHIBITION:** In the event that the KUC is not held as a result of any emergency, as for instance, closure of Kirkland City Marina, windstorms, acts of God, or a declaration of a national emergency by the President, NMTA and Exhibitor agree that Management may retain Exhibitor payments made as may be necessary to meet and retire costs and expenses incurred up to and through the time of such emergency, with any balance or overage refunded to the Exhibitor.
  - EXHIBITS:** All exhibits shall be set-up and positioned so as to not obstruct the outlook and view of neighboring exhibits. All wiring on displays or display fixtures must conform to the applicable legal and regulatory standards and fire codes. NMTA reserves the right to determine at what point sound volume constitutes interference with others and must be adjusted. 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; to the extent applicable; exhibits must not block aisles and fire exits.
  - LATE ARRIVALS:** Exhibitors arriving for move-in and set-up after their scheduled installation time can be relocated to any location specified by NMTA or, if no reasonable alternative is available, may be required to forfeit their show space and participation rights.
  - SALES, TAXES AND PROMOTIONS:** All dealers will work in an exhibit occupied by manufacturers that they represent. Exhibitors shall display their products and conduct their business only within their assigned space. All Exhibitors will adhere to the rules set up by the Washington State Department of Revenue and other authorities regarding payment of sales and other applicable taxes and fees. NMTA reserves the right to allow and choose which non-profit organizations, if any, may participate with their exhibit fee waived. Exhibitor agrees that NMTA may remove any exhibits or products that NMTA determines are of a disruptive, objectionable, or inappropriate nature or are unauthorized by NMTA. Only listed and Management approved products are permissible for display. Drawings and prize contests of any kind sponsored by individual Exhibitors are subject to prior approval by NMTA and must comply with Washington State Gambling Commission regulations.
  - CARE AND STAFFING OF EXHIBITS:** Exhibitors must, at their own expense, keep their own exhibit area clean and in a first class condition. All exhibits must be adequately and properly staffed at all times during show hours. Exhibits must not be left unattended during show hours.
  - INDEMNIFICATION:** NMTA or its representatives or agents shall not be liable or responsible for any injury to Exhibitors, or their employees, or guests, or visitors while within the con-fines of the space or spaces contracted for by the Exhibitor, or while on any paddlecraft or boat which the Exhibitor uses, either as a display or otherwise, nor shall said parties be liable for the loss or damage to any goods or other property from any causes whatsoever while the same are in transit to or from KUC, or while they are in the exhibit area. Exhibitor hereby agrees to and will indemnify and hold the NMTA harmless from any and all liability, except that arising from any NMTA negligence or misconduct. See paragraph 13 below. NMTA shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire or acts of God.
  - LIABILITY/HOLD HARMLESS:** Exhibitor 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 Exhibitor, Exhibitor's employees,
- persons providing services for the benefit of Exhibitor, and/or Exhibitor's guests and patrons, arising from Exhibitor's use of the assigned space, participation in KUC, and/or Exhibitor's failure, in connection with participation in KUC, to comply with all applicable laws, as provided in paragraph 8, above: 1) NMTA, its employees, contractors, Officers, Board of Trustees, agents, committee members, and volunteers; and 2) the State of Washington.
  - EXHIBITOR INSURANCE:** Exhibitor shall maintain bodily injury and property damage insurance coverage, including contractual liability, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name the NMTA, its employees, Officers, and Board of Trustees, agents, committee members and volunteers and the State of Washington and King County as additional insureds under the policy. Exhibitor shall maintain all risk property insurance covering Exhibitor's own property and property of others in the Exhibitor's care, custody, or control. Exhibitor agrees to waive subrogation against the NMTA and its employees for loss of or damage to Exhibitor's property and property of others in the Exhibitor's care, custody or control. Exhibitor's insurance shall be primary in any and all claims. Certificate of insurance must be furnished to the NMTA prior to move-in.
  - DAMAGE TO EXHIBITS:** Exhibitor 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 Exhibitor upon the NMTA or the State of Washington.
  - LOSSES:** Management shall bear no responsibility for damage to Exhibitor's property in transit, or lost shipments either coming in or going out, or for move in-move out costs. Damage to property is Exhibitor's own responsibility.
  - No smoking of cannabis or tobacco is permitted at KUC.
  - AGREEMENT TO RULES:** Exhibitor, for itself and its employees, agents and representatives, agrees to abide by all KUC provisions, rules and regulations and by any amendments that may be put into effect by Management.
  - DEFAULTS:** If the Exhibitor defaults in any of its performance or obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any KUC rule or regulation promulgated pursuant to the contract, Management may, without notice, terminate this agreement and retain all monies received on account as liquidated damages. The Management may in addition direct the Exhibitor forthwith to remove its Employees or Agents and all of its KUC articles of merchandise and other property from the space contracted for and from the venue.
  - KUC is owned by the Northwest Marine Trade Association.
  - MUSIC:** Playing recorded music, radio and television at Exhibitor's exhibit is prohibited. However, an Exhibitor-owned video with background music may be played at Exhibitor's exhibit provided Exhibitor 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. Said Agreement must be delivered to NMTA by June 26, 2019. The sound volume must be acceptable at all times to the NMTA and Management on site.
  - ADVERTISING CANNABIS OR TOBACCO PRODUCTS:** Exhibitor agrees that it will comply with King County Ordinance No. 10615 at its exhibit; that Exhibitor will not display, promote or advertise any cannabis or tobacco products including any product containing cannabis or tobacco, the prepared leaves of plants of either family including but not limited to cigarettes, loose plant material, cigars, snuff, chewing tobacco or any other preparation of tobacco or cannabis. Exhibitor further agrees that any violation of this paragraph will constitute a material breach of its contractual obligations.
  - NMTA DISPUTE RESOLUTION:** EXHIBITOR AGREES THAT ANY CLAIM OR DIS-PUTE ARISING FROM OR CONCERNING KUC (INCLUDING BUT NOT LIMITED TO A CLAIM OR DISPUTE CONCERNING THE VENUE, DURATION OR SCHEDULE FOR THE FESTIVAL AND/OR CONCERNING LOCATION, ASSIGNMENT OR ALLOCATION OF FESTIVAL 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, WHEN TIMING PERMITS, BEST EFFORTS MUST BE MADE BY EXHIBITOR TO RESOLVE SUCH CLAIM OR DISPUTE PRIOR TO THE OPENING OF KUC. 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 THE EXHIBITOR'S CLAIM.