



# Northwest Paddling Festival

May 12-13, 2017 - Northwest Paddling Festival  
Lake Sammamish State Park, Issaquah, WA

## 2017 Exhibitor Information

### EVENT DESCRIPTION

The Northwest Paddling Festival (NWPF) will again be held on Sunset Beach at Lake Sammamish State Park in Issaquah, WA (Exit I-5 off I-90). The purpose of this event is to promote and engage paddle enthusiasts and the general public in a two day event, Friday - Saturday, May 12-13, 2017.

Sunset Beach at Lake Sammamish State Park is an ideal protected sandy beach for launching and displaying paddlecraft of all types. Per our permit, the beach will be open to the public during the event and payment will only be required to demo paddlecraft or participate in on-water activities.

### EVENT PRODUCER

The Northwest Paddling Festival is being produced by the Northwest Marine Trade Association (NMTA). NMTA is dedicated to growing boating and boating related activities in the Northwest.

### APPLICATION and PAYMENT

All exhibitor applications require full payment to qualify for the on-time rate. The vendor area will be an open air market, open to attendees and the public. Exhibitors will supply their own tent. Tents should be securely staked or secured by 100 lbs of weight at each corner. Two wrist bands for on-water demos are included complimentary with exhibitor application. Additional wrist bands may be purchased.

Demo Beach Rates provide 16 linear feet of beach space. The beach will be open to attendees and the public, however only registered attendees can participate on the water. In addition to beach space, 10x10 booth spaces for retailers and non-boat manufacturers are available in the adjoining field. All exhibitors will supply their own tent. Tents should be securely staked or secured by 100 lbs of weight at each corner.

### CERTIFICATE OF LIABILITY INSURANCE

Exhibitors at Northwest Paddling Festival will need to submit a Certificate of Liability Insurance before Friday, April 21, 2017. For details on this insurance requirement, please see section 14 on pg 3.

### EVENT PARKING

Parking permits are required during the event and event setup and can be purchased at the park gate using the electronic pay station. Exhibitors are encouraged to purchase an Annual Discover Pass (\$30). Vehicles without a permit will be ticketed ~~\$99~~ by the park. Daily passes are available for \$10.

### DATE AND TIME:

Thursday, May 11 - Event setup. Starting at Noon

Friday, May 12 - Festival Opens. 2:00 pm- 7:00pm

Saturday, May 13 - Northwest Paddling Festival. 9:00am - 5:00pm

### SECURITY:

Lake Sammamish State Park is a secure venue which will have the gates locked when the park is closed. Northwest Paddling Festival will provide additional security sweeps, but it is essential all exhibitors understand that we are not responsible for theft and or damage. Use your own security methods to prevent damage or loss to your booth for the duration of the Northwest Paddling Festival.



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## 2017 Contract for Exhibit Space

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State/Province

Zip/Postal Code

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

Contact e-mail: \_\_\_\_\_ Website: \_\_\_\_\_

NOTE: Only human-powered boats and boating accessories will be allowed for display at the Festival. If you wish to display other types of boats or accessories at the Festival, you may petition the Paddling Committee for possible inclusion.

### RATE INFORMATION

	NMTA Member Rate*	Non-Member Rate	Late Rate (after April 1st)
10' x 10' Exhibit Space	\$200	\$300	\$400
Demonstration Beach 16 linear feet (Demo Boats Only on Beach)	\$350	\$550	\$650

\*NMTA membership is available for businesses that are actively engaged in recreational boating or contribute to the marine industry. Membership details and application are available at [www.nmta.net](http://www.nmta.net) or contact [kateanderson@nmta.net](mailto:kateanderson@nmta.net)

### TO BE COMPLETED BY EXHIBITOR

Booth Space: No. of 10x10 booths \_\_\_\_\_ Rate: \_\_\_\_\_ Subtotal booths \_\_\_\_\_

Beach Space\*: No. of beach spaces \_\_\_\_\_ Rate: \_\_\_\_\_ Subtotal beach \_\_\_\_\_

Total Space Cost \_\_\_\_\_

Full payment due with application by 4/1/2017

Send application with payment to: NMTA, 1900 N. Northlake Way, #233, Seattle, WA 98103

Please make checks payable to Northwest Marine Trade Association. Checks must be made in US funds drawn on a US bank.

### LOCATION REQUEST

We would prefer not to exhibit next to the following companies: \_\_\_\_\_

We would like to exhibit next to the following companies: \_\_\_\_\_

Every attempt will be made to satisfy your request; preference does not confirm the requests can be satisfied.

The application is a binding contract between NMTA and the Exhibitor and includes all 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 affiliates by facsimile or electronically, using the contact information set forth on this form.

Your Name: \_\_\_\_\_ Signature: \_\_\_\_\_ NMTA Signature \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ CCV (Code on back) \_\_\_\_\_

# NORTHWEST PADDLING FESTIVAL

## RULES AND REGULATIONS

- 1. SHOW MANAGEMENT: THE NORTHWEST PADDLING FESTIVAL ("NWPF")** 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 of the NWPF. Exhibitor agrees that its exhibit shall be admitted and shall remain on site conditioned on Exhibitor's strict compliance with these NWPF 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.
- 2. APPLICATION DUE DATE AND PAYMENT SCHEDULE:** This Application/Contract and required full payment must be received by NMTA on or before April 1, 2017 or bear a postal service postmark on or before the date of April 1, 2017.
- 3. PAYMENT FOR SPACE:** Application for participation and space in the NWPF must be submitted on the NWPF 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, unless a partial or full refund is allowed under paragraphs 4, 5 or 6 below.
- 4. CANCELLATION BY EXHIBITOR:** In the event of cancellation by Exhibitor on or before March 15, 2017, the NMTA will refund monies paid upon Exhibitor's assigned space being relet. Cancellation by the Exhibitor on or after March 15, 2017, shall result in forfeiture to the NMTA of the rental paid; provided, if NMTA relets the assigned space, NMTA shall retain \$100 or fifteen percent (15%) of the invoiced rental, whichever is greater, for administrative costs and expenses.
- 5. CANCELLATION/REDUCTION OF FESTIVAL SPACE BY THE NMTA:** NMTA reserves the right to reduce Exhibitor'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 by NMTA, the NMTA shall refund to Exhibitor its payment; and Exhibitor agrees to waive all claims for loss or damages, arising from or caused by NMTA's cancellation, against 1) the NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; and 2) the State of Washington and its employees.
- 6. TERMINATION OF EXHIBITION:** In the event that the NWPF is not held as a result of any emergency, as for instance, closure of Lake Sammamish State Park, 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.
- 7. PADDLE AND PADDLECRRAFT RELATED PRODUCTS ONLY; SUBLEASING:** Paddle and paddlecraft oriented products may be displayed at the NWPF. Only those products or services directly related to the design, construction and use of paddlecraft will be eligible for display, unless exceptions are approved in writing in advance by NMTA. Exhibitors at NWPF may not sublease, assign or apportion their space. No more than one firm may exhibit in a single space without the written permission of NMTA. No paddle related goods or products other than those manufactured or sold in the ordinary course of its business shall be displayed by Exhibitor. No placards, stickers or other signs relating to non-exhibiting businesses will be allowed in individual exhibits or anywhere else in the NWPF.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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 confines 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 the NWPF, 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.
- 13. 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 the NWPF, and/or Exhibitor's failure, in connection with participation in the NWPF, 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.
- 14. 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 and Washington State Parks 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.
- 15. 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.
- 16. 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.
- 17. No smoking of cannabis or tobacco is permitted at the NWPF.**
- 18. AGREEMENT TO RULES:** Exhibitor, for itself and its employees, agents and representatives, agrees to abide by all the NWPF provisions, rules and regulations and by any amendments that may be put into effect by Management.
- 19. 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 NWPF 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 NWPF articles of merchandise and other property from the space contracted for and from the venue.
- 20. NWPF is owned by the Northwest Marine Trade Association.**
- 21. 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 April 1, 2017. The sound volume must be acceptable at all times to the NMTA and Management on site.
- 22. 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.
- 23. NMTA DIPUTE RESOLUTION: EXHIBITOR AGREES THAT ANY CLAIM OR DISPUTE ARISING FROM OR CONCERNING NWPF (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 THE NWPF. 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.**