

Spring Jersey Shore Boat Sale & Expo May 14-16, 2010

FirstEnergy Park, 2 Stadium Way, Lakewood, NJ 08701

EXHIBITOR APPLICATION & CONTRACT

The undersigned wishes to make an application for exhibit space in the Jersey Shore Boat Sale & Expo to be held at FirstEnergy Park in Lakewood, NJ on **May 14-16, 2010** which will become a contract upon acceptance by the Marine Trades Association of NJ (MTA/NJ). By submitting this application for exhibit space, the Exhibitor accepts and agrees to be bound by the rates extended and assigned by the MTA/NJ and agrees to be bound by the printed rules & regulations on the reverse side of this contract, and any additional rules set forth governing participation in the Jersey Shore Boat Sale & Expo.

Company Name: _____ **Primary Contact:** _____

Address: _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell:** _____ **Fax:** _____

Email: _____ **Website:** _____

Company Description: ___ Manufacturer ___ Dealer ___ Distributor
___ Marina ___ Marine Services ___ Mfg. Rep Other: _____

Authorized By (Signature); _____ **Date:** _____

Exhibit space will be allocated on a first come, first serve basis*. Whenever possible, space will be allotted according to the Exhibitor's choice but final placement will be determined by the MTA/NJ, at its sole discretion, in such a way to produce the most advantageous grouping of the exhibits being displayed. **Minimum bulk space is 3250 sq. ft.**

RATE INFORMATION:

<u>QTY</u>	<u>MTA/NJ Member Deposit by 2/15/10</u>	<u>MTA/NJ Member Deposit After 2/15/10</u>	<u>Non-Mbr</u>
___ 3250 sq. ft Display Space (Approx. 50' x 65').....	\$2500 ea	\$3000 ea	\$3500 ea
___ 1625 sq. ft Additional Adjacent Display Space.....	\$1500 ea	\$1700 ea	\$2200 ea
___ Booth Space 10' x 10'.....	\$200 ea	\$250 ea	\$300 ea

* Previous JSBSE Exhibitors signed up with a deposit by 2/15/10 have the option of retaining their existing space.

PRE-OWNED BOAT SECTION:

___ By the boat: \$5.00/foot – Only available to dealers with existing bulk space in the event (No minimum);

Total Linear Footage: _____ X \$5.00 = _____

___ 150 Linear Feet (Minimum for those without existing space)..... MTA/NJ Member \$10.00/foot Non-Member \$15.00/foot

Total Linear Footage: _____ X \$ _____ = _____

50% deposit is due with this application; balance is due by April 19, 2010

Boat Lines to be displayed: _____
(Only those brands listed here will be allowed in display)

Products to be displayed: _____

Total Cost of Exhibit Space Reserved: _____ **Total Enclosed:** _____

Method of Payment: ___ Check ___ Visa ___ MasterCard ___ Discover

Credit Card Number: _____ **Exp.** _____ **CCVC#** _____

Signature: _____

Please make checks payable to: MTA/NJ. Mail completed contract and payment to: 2516 Highway 35, Manasquan, NJ 08736; P. 732-292-1051; F. 732-292-1041; info@mtanj.org

Accepted for MTA/NJ by: _____ **Date:** _____

RULES & REGULATIONS

Rules & Regulations related to the allocation of space and event display are all those adopted by the Marine Trades Association of New Jersey (MTA/NJ) and are a binding part of the Exhibitor contract.

1. **LOCATION DATE & HOURS:** May 14, 15, 16, 2010. Friday: 11am-7pm, Sat. & Sun.: 10am-6pm. Times may be subject to change.
2. **SET UP, EXHIBITING & DISMANTLING:** The hours and dates for set up, exhibiting and dismantling shall be those specified by MTA/NJ.
3. **LOCATION OF SPACE:** Exhibit spaces are reserved on a first come, first serve basis but every effort is made by MTA/NJ to give Exhibitors their preferred location. The MTA/NJ reserves the right to reallocate space assigned to the exhibitor as such location of space may be changed by MTA/NJ for the benefit of the Exhibitor or the event itself. If, for unforeseen circumstances, date or location of event must be changed, this contract will remain in effect.
4. **DEPOSIT & PAYMENT TERMS:** A deposit on the exhibit space rental fee must be submitted with this application and the balance must be paid by April 19, 2010. This is a non-refundable deposit upon acceptance and this contract is non-cancelable and non-assignable. If the balance is not paid at time due, exhibitor shall forfeit the exhibit space; all deposits made and must promptly pay MTA/NJ the balance of the entire amount due. If MTA/NJ rejects the application of the Exhibitor, the deposit will be promptly refunded. The Exhibitor is contractually liable for any legal fees or costs associated in fulfilling the terms of this contract. Upon acceptance of this agreement by MTA/NJ, this shall be a legally binding agreement between the Exhibitor and MTA/NJ.
5. **ADMISSABLE EXHIBITS:** Except in pre-owned boat section, Exhibitor agrees to exhibit New Untitled, Unregistered Boats & Products. Exhibitor will not display any product without the endorsement of approval by the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this event. Exhibitor agrees that MTA/NJ may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature. MTA/NJ reserves the right to limit the type, brand, model of units or products to be displayed or sold and to restrict the type of signage, materials, brochures, or information displayed, distributed and/or available at the event.
6. **GENERAL REGULATIONS:**
 - a. Loud speakers and sound displays are not permitted and MTA/NJ shall have the right to reject any exhibit, which does not, in its sole discretion, conform to the general tenor of the event.
 - b. The dispensing, distribution, or use of alcoholic beverages or food, or both by Exhibitors in any part of the event is prohibited without the express prior written approval of MTA/NJ.
 - c. No Flammable liquids or materials of any nature, including decorative materials, use of which is prohibited by federal, state or municipal laws or regulations may be used in any exhibit.
 - d. The operation of any games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with written approval of MTA/NJ.
 - e. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booths shall be suspended for any periods specified by MTA/NJ.
 - f. All exhibits must be set up in a manner that is safe for boarding by attendees if such boarding is allowed. MTA/NJ reserves the right to require modification of an exhibit if there is a potential safety risk.
 - g. Personnel of Exhibitor shall not solicit business or distribute brochures, samples, catalogs in any other area of

the event other than the exhibit space provided. No Exhibitor will be permitted to conduct any promotional stunts or demonstrations without prior written approval.

7. **LIABILITY:** Exhibitor shall at all times protect, indemnify, save and hold harmless MTA/NJ, its employees, representatives, volunteers, agents, and businesses invitees against and from any and all claims, loss, cost, damage, liability or expense arising from, or out of, or by reason of (1) Any accident, or other occurrence to anyone, including but not limited to Exhibitor, its employees, representatives, agents, servants, and business invitees, which arises from, or out of, or by reason of said Exhibitor's occupancy and use of the event's premises or any part thereof. (2) Any damage to the event premises caused by Exhibitor, its employee, representatives, agents, servants, and business invitees; and (3) and breach by Exhibitor of its obligations hereunder. Under no circumstances will MTA/NJ be liable for any injuries to any persons as aforesaid above and under no circumstances will MTA/NJ be liable for lost profits or any other incidental or consequential damages.

In the event the event premises or any part thereof are unavailable whether for the entire event or a portion thereof as a result of a terrorist attack(s), threat of terrorist attack(s), war, fire, flood, strikes, riot, acts of God, or any other cause beyond MTA/NJ's reasonable control, or should MTA/NJ decide that because of any such cause it is necessary to cancel, postpone or resite the event, or reduce the installation time, the event hours, or dismantling time, MTA/NJ shall not be liable to Exhibitor or any third party for any loss, cost, damage, liability expense, or claim direct or indirect incidental, consequential, or otherwise arising as a result thereof.

If an Exhibitor fails to occupy the space contracted for, Exhibitor will be, nevertheless responsible for the full amount of the space and no refunds shall be made. If the assigned space is not occupied by the time set for completion of installation of displays, such space may be taken by MTA/NJ and reallocated or reassigned for such purposes or uses as MTA/NJ sees fit.

INSURANCE: Each exhibitor must obtain sufficient insurance coverage to cover exhibit materials against damage and loss, and public liability insurance against injury to the person or property of others in amounts satisfactory to MTA/NJ.

Exhibitor shall give MTA/NJ a certificate of insurance issued by the insurer. MTA/NJ shall be designated and named as an additional insured under the Insurance Policy and on the certificate of insurance. The exhibitor understands that neither the MTA/NJ or FirstEnergy Park maintain insurance covering the Exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

If the premises or any portion thereof, are damaged by the act, omission, or negligence of exhibitor, its employees, representatives, agents or servants, exhibitor shall pay to MTA/NJ upon demand such sum as shall be necessary to restore said event premises to their former condition.

9. **STAFFING OF EXHIBITS:** Exhibits must be staffed during all event hours. Exhibit removal prior to the final day's close of the event is strictly forbidden. Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's event.

10. **COMPLIANCE WITH LAWS:** Exhibitor is responsible for obtaining all local, county and state licenses and business licenses which may be needed in order to sell or display merchandise or services. Exhibitors selling items at the show may be required to present MTA/NJ with a copy of their retail license.

11. **SALE OF MERCHANDISE:** The Exhibitor agrees to be solely responsible for registering for, collecting and reporting appropriate sales tax.

12. **MATTERS NOT SPECIFICALLY ADDRESSED HEREIN:** Any and all matters or questions not specifically addressed or covered by the foregoing paragraphs shall be solely subject to the reasonable decision and discretion of MTA/NJ.