

# 2010 WoodenBoat Show, June 25-27



This contract entered into between the company named below, hereinafter referred to as Exhibitor, and WoodenBoat Publications Inc. (hereinafter referred to as "Show Management").

COMPANY NAME (as you would like it to appear in the Show Guide) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

NAME OF CONTACT (print or type) \_\_\_\_\_

## INSURANCE REQUIRED (Please see item #3 on back.)

- We are sending an insurance certificate listing WoodenBoat and Mystic Seaport as "additional insured"
- Please add me to the WoodenBoat Show Vendors' policy. (\$100 fee—TENT and LAND spaces only)

SALES TAX Please check one of the following:  I will not sell materials at the show.  
 I need a Connecticut Sales Tax Form.  I have a Connecticut Tax Form. # \_\_\_\_\_.

**TENT SPACE** Booths are 10' wide x 10' deep Standard price \$550/10' x 10'. Two or more booths, **10% discount**.

OR—WoodenBoat contract advertisers: 3x-5x, **10% discount**; 6x advertisers, **20% discount**.

ONE discount only. Includes 8' backdrops, 3' side curtains; one table, and two chairs per 10' x 10' booth.

Standard booth: \_\_\_\_\_ x \$550 = \$ \_\_\_\_\_

Discounts (as above): \_\_\_\_\_ = (\$ \_\_\_\_\_)

**Booth preference:** Same as last year \_\_\_\_\_ or: First Choice \_\_\_\_\_ Second Choice \_\_\_\_\_ Third Choice \_\_\_\_\_

**LAND SPACE** provided in 10' increments only. Standard price: \$450/10' x 10'. **No shelter or furniture is provided.**

Two or more spaces, **10% discount**. OR—WoodenBoat contract advertisers:

3x-5x, **10% discount**; 6x advertisers, **20% discount**. ONE discount only.

Standard space: \_\_\_\_\_ @ \$450 = \$ \_\_\_\_\_

Discounts (as above): \_\_\_\_\_ = (\$ \_\_\_\_\_)

**Land preference:** Same as last year \_\_\_\_\_ or: First Choice \_\_\_\_\_ Second Choice \_\_\_\_\_ Third Choice \_\_\_\_\_

***Note: All boats on display must have wooden hulls!***

**WATER SPACE** \$16.50 a linear foot—NO discounts.

Include boomsprits, mizzen booms, davits = total WATER SPACE needed.

LOA \_\_\_\_\_ ft. x \$16.50 /per ft = \$ \_\_\_\_\_  Power  Sail  Other \_\_\_\_\_

Name of boat \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Homeport \_\_\_\_\_

\$ \_\_\_\_\_  
**TOTAL EXHIBITING FEES**

Please contact me about sponsorship and advertising opportunities.

Please complete, sign, and forward along with required 50% deposit. Balance, including insurance payments, etc., due April 15, 2010.

**SIGNATURE OF AUTHORIZED EXHIBITOR:** Signature certifies that you have read and accept the provisions printed on the back of this contract.

\_\_\_\_\_  
Exhibitor Signature

The WoodenBoat Show  
PO Box 78, 41 WoodenBoat Lane, Brooklin, ME 04616-0078  
207-359-4651, Fax 207-359-8920  
E-mail <woodenboatshow@woodenboat.com>  
<www.TheWoodenBoatShow.com>

for WoodenBoat use:

Date received: \_\_\_\_\_ Space assigned: \_\_\_\_\_

*Please make checks payable to WoodenBoat Show*

**TO PAY BY CREDIT CARD**

Credit Card # \_\_\_\_\_

Expiration: \_\_\_\_\_  Visa  MC  Discover  Amex

Please charge  50%  100%

I give *WoodenBoat* permission to charge the balance on April 15

Authorized signature: \_\_\_\_\_

# The WoodenBoat Show

## Contract and Provisions

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**1. INSTALLATION OF EXHIBITS.** All exhibits are to be installed in accordance with the instructions of Show Management. Exhibitors shall receive from Show Management various instructions including a "Set-Up Kit" which may contain additional rules and regulations. Exhibitor agrees to be bound by said rules and regulations

**2. CHARACTER OF EXHIBITS.** All exhibits must be designed, constructed and operated in good taste with the best interests of the Show and public safety paramount. The Show Management shall be the final judge as to what shall constitute "good taste", "safety," and "the best interest of the Show and the public", and shall have the right and authority to require the removal, relocation or the modification of any display or exhibit. Show Management reserves the additional right, in their sole and unlimited discretion, to prohibit or remove any exhibit. All business and display materials must take place and be kept within the physical space assigned to that exhibit. No explosives, or other highly combustible matter will be permitted. All exhibits are limited to an eight-foot back wall and three-foot side curtains, erected so as not to obstruct the view of neighboring exhibits and all exhibits must be properly secured. Carnivals or other similar activities by the Exhibitor shall not be allowed. Land Exhibitors shall keep their displays within the marked boundaries of their space. No explosives, or other highly combustible matter will be permitted.

All boats in the water or on land must be properly secured and proper lines, fenders and securing devices shall be provided by the Exhibitor. All afloat Exhibitors shall be solely responsible for the safety of their own boat while at the Show and solely responsible for any damage that their boats may cause while entering or leaving the Show or while on exhibit. Boats arriving by water should be equipped with boat hooks and sufficient lines. All boats in the water shall comply with the rules and regulations of the United States Coast Guard.

Exhibitors must comply with federal, state, and local laws, rules, and regulations (including but not limited to maritime and environmental), and Mystic Seaport's policies, rules, and regulations (including but not limited to security and parking restrictions).

**3. LIABILITY.** All Exhibitors and concessionaires shall, at their own expense, provide Public Liability coverage for their own operation, and it shall be their responsibility to show evidence of Bodily Injury and Property Damage coverage of no less than \$300,000 combined single limit for Bodily Injury and Property Damage. Exhibitor shall not be allowed to set up without a Certificate of Insurance being on file naming both WoodenBoat Publications, Inc. and Mystic Seaport as "additional insured", and listing name and dates of show. It is understood and agreed that the Lessor does not carry property damage or personal injury insurance on Lessee's boat. All boats shall have in effect adequate insurance sufficient to cover the full value of the boat, liability and property damage insurance to cover any contingency, with a copy of the policy supplied to WoodenBoat. Certificates of insurance shall be mailed to WoodenBoat Show, P.O. Box 78, Brooklin, ME 04616.

Neither the WoodenBoat Show, Mystic Seaport, nor its employees will be responsible for any injury to Exhibitors, their employees, invitees, guests or visitors within the confines of the space or spaces contracted for by the Exhibitor or within the confines of Mystic Seaport, Mystic, Connecticut property itself or in the event Exhibitor takes its boat away from the space in a demonstration or otherwise. Exhibitor agrees to indemnify, save and hold harmless, WoodenBoat, their managers, officers, directors or employees, from any suit, claim for personal injury or for property damage or for loss of use of property by whomever sustained on or about Exhibitor's display, boat or otherwise, or arising out of Exhibitor's participation in the Show, in any capacity, unless damage or injury is due solely to the negligence of WoodenBoat. Said indemnification shall include WoodenBoat attorneys' fees or other costs. Exhibitors hereby indemnifies and does hereby hold WoodenBoat harmless for all costs and fees incurred by them in arbitrating or defending any action legal or otherwise brought by any manufacturer, distributor, dealer or other Exhibitor who threatens or sues them to remove Exhibitor from the Show. WoodenBoat shall not be responsible for the loss or damage to any goods from any cause whatsoever, including negligence, while in transit to or from the show or while in the exhibit area. Exhibitors shall be solely responsible for securing their exhibit displays and materials at all times. Exhibitor must assume responsibility for exhibitor's personnel and property, and indemnify WoodenBoat and Mystic Seaport for any liability related thereto.

**4. SUBLEASING.** Exhibitors may not sublease any part of their space.

**5. STAGING.** When required for boarding boats, safe staging (boarding ramps, ladders, rails, etc.) is the Exhibitor's responsibility. All staging which has the possibility of being unsafe shall be cured immediately.

**6. ACTS OF GOD.** The WoodenBoat Show shall have no liability whatsoever for any damage to any person matter or thing resulting from storm, wind or water or other acts of God, or imminent threat thereof, nor from fire, strikes, or lockouts. The Exhibitor (Owners) and WoodenBoat agree that WoodenBoat or any of its employees or agents shall not be liable for loss, damage, third party damages, claims or loss to property, persons or vessels in the event of acts of God, storms, floods, high winds, gales or hurricanes. It is the Show Management's sole and absolute discretion to order an evacuation of the show, or to take the necessary steps to protect public health and property in the event of an act of God, hurricane or otherwise. Exhibitors hereby agree to evacuate and immediately remove their vessels and related personal property from the Mystic site in the event of such weather conditions. The Exhibitors agree that WoodenBoat does not guarantee safety in abnormal weather conditions (e.g. flood, tide, gale winds, high waves, hurricanes). It shall be the Exhibitor's responsibility to remove its vessels in a timely manner. Exhibitors shall bear total responsibility for all damage to and caused by vessels in these circumstances. If Exhibitor does not cause vessel to be removed, it is stipulated that WoodenBoat may do so, at full cost to Exhibitor (Owner), but with no responsibility on its part or on the part of WoodenBoat's insurance underwriter. Exhibitor agrees that vessel will contain, at all times, sufficient ground tackle for hurricane conditions.

**7. CANCELLATION.** If any Exhibitor elects to cancel the contracted space for any reason, WoodenBoat will allocate refunds based on written notice being received as follows: 50% Refund—60 to 120 days prior to the first move-in day. No refunds less than 60 days prior to the event.

**8. REMOVAL OF GOODS.** Because each person who purchases a ticket to the Show has the right to see all exhibits, no exhibit or portion thereof may be closed during show hours or removed until Sunday at 5 p.m. Following the close of the Show exhibits will be removed according to the schedule which will be provided or in accordance with the updated instructions of Show Management. WoodenBoat reserves the right to send all goods not removed from the show site by the close of the breakdown to a storage warehouse at the expense of the Exhibitor, and Exhibitor does hereby waive all claims for theft, loss or damage to such goods by reason of said removal and further agree to pay all charges as may be incurred by WoodenBoat.

**9. EXHIBITORS.** Exhibitors may not exhibit at the Show if they are past due in payments for other properties of Management—including but not limited to advertising in *WoodenBoat* magazine, *WoodenBoat Show*, *Professional BoatBuilder* magazine, etc. Management reserves the right to transfer funds exhibitor has paid to the Show to pay past-due accounts.

Use of images of any part of the Premises (other than for personal use), and Mystic Seaport Marks, or any other Mystic Seaport intellectual property is prohibited without Mystic Seaport's prior approval.