### The Oriental Rotary Club presents the

# the 10th ANNUAL ORIENTAL IN-WATER BOAT SHOW, Nautical Flea Market and Wooden Boat Exhibition

April 13, 14 & 15, 2018

## **Exhibitor Application and Contract**

Company/Organization name:			
Exhibitor Representative: Title/posit			ion:
Address:	City/State/Zip:		
Phone:	Email:		
Website:			
Available amenities & fee schedule	number	subtotal \$	This event is a non-profit fundraiser supporting the Oriental Rotary Club's
1 <sup>st</sup> In-Water boat slip at \$220			charitable activities.
2 <sup>nd</sup> + In-Water boat slip at \$175 each			Payment is due with your application
Tented booth space:	ed booth space:		and must be received by March 30, 2018
Commercial Open sides at \$175			and mast co received by 112dren 50, 2010
Non-profit Open sides at \$100			Show Sponsorships are available starting
Commercial Closed sides at \$275			at \$450. Call for details.
Non-profit Closed sides at \$175			Extra exhibitor badges and Special Guest
110V, 15A power for booth at \$30			passes are available for a nominal fee.
Trailerable space (1st) at \$170			pusses are available for a nominarjee.
Trailerable space (2 <sup>nd</sup> +) at \$140 each			Questions?
Exhibitor passes needed (no charge for 5) Off-site vendor at \$150			Call Sam at 252-249-0228
Oriental Fleet Sponsorship at \$450			
+10% late fee if rec'd after N TOTAL AMOUNT DUE  I understand that, on acceptance of this application, I hereby attest that my company or organization has Application/Contract for Exhibit Space and understa	I as an Exhibi granted me le	gal permission to	o consent to, execute, and abide by this Exhibitor
Authorized Exhibitor Representative			Date

Please make checks payable to "Oriental Rotary Club"

Boat Show mailing address: Oriental Rotary Club, c/o Sam Myers, 451 Tar Creek Road, Oriental, NC 28571

#### 10th Annual Oriental In-water Boat Show

#### Exhibitor Application and Contract – page 2

(this contract is not applicable to Nautical Flea Market and Wooden Boat Exhibition exhibitors)

**Show Management:** The Oriental In-water Boat Show, Nautical Flea Market and Wooden Boat Exhibition, herewith known as "The Show", is produced and managed by the Oriental Rotary Club, a non-profit organization, herewith known as "Show Management". The Show is hosted by the Oriental Harbor Village Marina Association, Oriental Holdings LLC and the Town of Oriental, herewith known as "The Hosts".

**Site Security:** Show security will be provided by Show Management who will contract with off-duty Sheriff's deputies and/or Town of Oriental Police Officers. Said security will be present and in force from 7:00pm until 7:00am on Thursday, Friday and Saturday evenings of The Show. As they are available, on-duty deputies and police officers will also patrol The Show and its grounds.

**Setup and Removal of exhibits:** Exhibits, displays and boats must be set up between 9:00am Thursday, April 12 and 11:30am Friday, April 13. All exhibits, booths and or/boats must remain staffed and in place from 11:30am Friday, April 13 until the show ends at 3:00pm on Sunday, April 15. All exhibition materials must be removed from Show premises by 4:00pm on Monday, April 16. Out of respect for show attendees and other Exhibitors attempting to do business, early departures will not be allowed.

**Insurance:** Exhibitors will carry in-force insurance protection against public liability and theft and/or damage to goods, such coverage to list The Oriental Rotary Club, The Town of Oriental, Oriental Harbor Village Marina Association and Oriental Holdings LLC as additionally insured for The Oriental In-water Boat Show, April 13-15, 2018. By Monday, April 9, <u>in-water Exhibitors only</u> must provide Show Management with a copy of their liability coverage, including the above additional insured, as well as documentation for the specific in-water boat(s) being displayed at The Show.

Waiver of Liability: The Exhibitor agrees that neither Show Management nor The Hosts shall be responsible for any damage, injury or loss that may happen to the Exhibitor, its agents or its property from any cause whatsoever, except for the gross negligence or willful misconduct of Show Management or The Hosts arising out of determined mismanagement of their duties and responsibilities under this Agreement.

Cancellation of The Show: In the event The Show is cancelled or is closed earlier than the announced time, whether due to acts of God, or acts of Government, or any other circumstances beyond the control of Show Management, this Agreement shall be terminated. The Exhibitor agrees that the maximum compensation due in such circumstance will be the return of any pre-paid fees as set forth in this Agreement, less the pro-rated reduction of any costs incurred by Show Management up until the time of the decision to cancel.

Character of Exhibits: Unless expressly approved by Show Management, Show exhibitions and products or services offered will be limited to maritime and marine related products, materials and services, and to products and services related to boating and coastal waterfront lifestyles. All exhibits must be in generally-recognized good taste as determined by Show Management. So as to not obstruct the view of adjacent booths, booth exhibits are limited to 8-foot-tall backs and 4-foot-tall side panels. Exceptions to these dimensions will be at the sole discretion of Show Management. Exhibitors will assure that no illegal or un-businesslike activities are permitted in the proximity of their display and will seek guidance and assistance from Show Management on a timely basis if such activity is noticed. No explosive or highly-combustible materials or alcoholic beverages will be allowed on Show grounds.

**Subleasing:** Exhibitors may not sublet, assign or apportion their assigned space. No more than one business may exhibit in an assigned space without express permission of Show Management.

**Exhibitor Badges:** Show Management will provide as many as five personalized exhibitor badges to Exhibitors who submit their application on a timely basis. Said badges are intended solely for the use of Exhibitor personnel actually working at The Show. Upon request, additional exhibitor badges, as well as personalized Exhibitor Special Guest Badges, will be made available for a nominal fee.

Exhibitor Contention for Brands: On the occasion that multiple Exhibitors desire to display, sell or otherwise present product brands from the same manufacturer, the following rules shall apply: 1) An Exhibitor who has explicit contractual or territorial permission from the brand manufacturer/wholesaler to market to the Oriental/Pamlico County, NC market will be the only Exhibitor to exhibit the brand if documentation of said permission is provided; 2) Should manufacturer/wholesaler permission not be applicable, Show Management will endeavor to seek a mutually-acceptable agreement by taking into consideration the interests of the contending Exhibitors and The Show; 3) Failing to arrive at a mutually-acceptable agreement, Show Management will make the final decision as to which Exhibitor(s) may represent and display the brand.