



# 12th Oriental In-water Boat Show

## Exhibitor Application and Contract – page 2, Terms and Conditions

(this contract is not applicable to Nautical Flea Market or Wooden Boat Expo 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 Rotary Club of Oriental NC, herewith known as “Show Management”. The Show is hosted by the Town of Oriental, the Oriental Marina Homeowner's Association and other businesses as described in Addendum 1, all parties herewith known as “The Hosts”.

**Site Security:** Show Management will provide off-hours site security which will be present and in force from 7:00pm until 8:00am on Thursday, Friday and Saturday evenings of The Show.

**Setup and Removal of exhibits:** Exhibits, displays and boats must be set up between 9:00am Thursday, April 8 and 11:30am Friday, April 9. All exhibits, booths and or/boats must remain in place and be staffed from 11:30am Friday, April 9 until the show ends at 3:00pm on Sunday, April 11. All exhibition materials must be removed from Show premises by 12:00am on Monday, April 12. Out of respect for the show's attendees and other Exhibitors, early departures will not be allowed.

**Insurance:** The Exhibitor will carry in-force insurance protection against public liability and theft and/or damage to goods. Such coverage will list The Rotary Club of Oriental, The Town of Oriental and the other Host businesses, listed in Addendum 1, as "also insured" parties for The Oriental In-water Boat Show, April 8-12, 2021 (these dates encompass setup and takedown days). **In-water Exhibitors only** must provide Show Management with a copy of their liability coverage, including the above "also insured", as well as specific insurance documentation for the 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 damage, injury or loss that may happen to the Exhibitor, its agents or its property from any cause whatsoever, except for any 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, all exhibitions, 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 lifestyle. All exhibits must be presented in generally recognized good taste as determined by Show Management. To avoid obstructing 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 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 observed. No explosive or highly combustible materials or alcoholic beverages will be allowed on Show grounds.

**Subleasing:** The Exhibitor may not sublet, assign or apportion their assigned space. No more than one business entity may exhibit in any 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 physically 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:** Should multiple Exhibitors desire to display, sell or otherwise represent product brands from the same manufacturer, the following rules will apply: 1) An Exhibitor who has explicit contractual or territorial permission from the brand manufacturer/wholesaler to sell 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, The Show and its attendees; 3) Failing to arrive at a mutually-acceptable agreement, Show Management will make a final decision as to which Exhibitor may represent and display the brand at The Show.