

# **EXHIBITOR CONTRACT**

Contract with 30% deposit due March 15, 2016

2nd payment of 30% due **June 1** – Final balance due **August 1**See next page for contract provisions.

SHOW DISPLAY RATES	EXHIBITOR INFORMATION		
<b>WATER SPACE:</b> Stern: \$7.60 sq. ft.   Alongside: \$9.50 sq. ft.  Total sq. ft. x \$7.60 = \$  Total sq. ft. x \$9.50 = \$	Company Name		
<b>WATER DISPLAY DOCKS:</b> 10' x 20' Dock: \$2,160 # of Docks: Size: 10'x20' = \$	Contact Person/Title  Mailing Address		
<b>5X FINGER PIER:</b> \$100 each # of Piers: = \$	City State		
TENTS ON WATER DISPLAY DOCKS:  9'x10' = \$400   9'x20' = \$550   20'x20' = \$850   20'x30' = \$980	Zip Code Country		
# of Tents: = \$ # of Tents: = \$	Phone  Fax		
LAND SPACE:         Open Land Space: \$7.88 sq. ft.   Land Space w/ Tent: \$10.75 sq. ft.         Open Land Space Size: = \$         Land Space w/ Tent Size: = \$	Email Address		
BOOTH SPACE: Booth space includes pipe-and-drape and one 15/120 outlet. Floor covering must be provided by the exhibitor. Price does not include table and chairs.	Website  X  Signature of Authorized Officer*		
BOOTH TYPE # OF BOOTHS   COST PER BOOTH   TOTAL	* Signature certifies that you have read and accepted the provisions printed on both sides of this contract.		
Standard 10' x 10' \$1400			
Corner 10' x 10' \$1510	TEXT MESSAGE COMMUNICATION		
ENHANCED WEBSITE LISTING: \$50 Check here to add your logo/link to the Exhibitor Listings page on the NIBS website.	Would you like to receive real-time alerts via text message regarding happenings during NIBS? YES NO  Please provide mobile number below:		
TOTAL COST &	NEWPORT FOR NEW PRODUCTS		
TOTAL COST = \$  PAYMENT BY CHECK: payable to Newport International Boat Show	CRUISING  Yachting  SAUING  Check here if you plan to launch a new boat or boating product between April 1 and Sept. 1, 2016.		
PAYMENT BY CREDIT CARD: please check box below	SAILING PRODUCTS  Official U.S. Debuts of 2017 Boots & Booting Products  See Newport For New Products  application and criteria to enter.		
NOTE: Credit card listed below will be charged for the amounts due on June 1 and August 1, 2016.	CONFIRMATION INFORMATION – OFFICE USE ONLY		
MasterCard Visa Amex Discover	Date Received:		
Credit Card Number Expiration Date Security Code	August 1 (Final balance due): \$ Space location (subject to change)		
NIBS is outdoors; when it rains, the ground is wet.  Animals are not allowed on the show site at any time - before, during or after set-up hours and show hours - with the exception of service animals.	Contract #Accepted by HWA, Inc		

#### **NEWPORT INTERNATIONAL BOAT SHOW** CONTRACT AND PROVISIONS

Completed Contract and 30% deposit is due March 15, 2016. Completed Contract includes: this Exhibitor Contract Form, filled out and signed; with a 30% deposit and completed Show Directory Listing, Certificate of Insurance, and Tax Form. Space will be assigned upon receipt of completed contract and space availability. Date of receipt will have a bearing on allocation in case more than one exhibitor wants the same space. A contract without payment and Show Directory Listing is not deemed complete. If payment schedule is not met, your assigned space will not be guaranteed. Any payments made after August 15, 2016 must be by Cashiers/Certified check, credit card or wire transfer. This contract entered into between the company named below (hereinafter referred to as exhibitor(s) and the Historic Wharves Associates, Inc., also doing business as Newport International Boat Show.

- 1. INSTALLATION OF EXHIBITS. All exhibits are to be installed according to the schedule indicated on your completed contract and confirmation form, or in accordance with the updated instructions of HWA. Exhibitors shall receive from HWA various instructions including, but not limited to a "Exhibitor Services Manual" which may contain additional set-up information and rules and regulations. These are incorporated into this contract. Exhibitor expressly acknowledges that failure to explicitly comply with the set-up times & instructions will result in additional costs to HWA. Said costs may be charged to Exhibitor. Additionally, failure to comply will have a direct effect on the opportunity to exhibit at future show. Exhibitor agrees to be bound by said rules and regulations which by reference hereto are hereby made a part of this agreement.
- 2. CHARACTER OF EXHIBITS. All exhibits must be marine related and designed, constructed and operated in good taste with the best interests of the Show and public safety paramount. HWA shall be the sole arbiter and final judge of same, and shall have the right and authority to require the removal, relocation or the modification of any display, exhibit or part thereof. HWA reserves the additional right, in its sole and unlimited discretion, to prohibit or remove any exhibit based on the fact the exhibitor is not the manufacturer or an authorized dealer, representative or distributor of the displayed product, or that the exhibitor has changed the product listed on the Directory Listing without the express written consent of HWA. All business and display materials must take place and be kept within the physical space assigned to that exhibit. No explosives, fuels or other highly combustible matter will be permitted. Tent exhibits are limited to an eight-foot back drop and three-foot side curtains, erected so as not to obstruct the view of neighboring exhibits and all exhibits must be properly secured. Carnival tactics, soliciting outside of your contracted display area, the use of public address systems or other similar activities by the Exhibitor shall not be allowed. All afloat exhibitors shall be solely responsible for the safety of their own boat while at the Show, and they shall be solely responsible for any damage that their boats may cause while entering or leaving the Show or while on exhibit. All boats in the water shall comply with the rules, laws, and regulations of the United States Coast Guard.

  \*Helly Hansen Newport is the show's official outerwear sponsor and the only vendor authorized to sell Helly Hansen brand outerwear at the Newport International Boat Show.
- 3. LIABILITY INSURANCE. All exhibitors and concessionaires shall, at their own expense, provide General 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 \$1,000,000 combined single limit for Bodily Injury and Property Damage. Exhibitors shall not be allowed to set up without a Certificate of Insurance being on file naming HWA as an "ADDITIONAL INSURED". Certificates of insurance shall either be emailed to cflynn@newportexhibition.com; mailed to HWA, P.O. Box 698, Newport, RI 02840-0006; or faxed to 401-848-0455.

Neither HWA, or 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 the Show, or in the event exhibitor takes its boat away from the space in a demonstration or otherwise. Exhibitor does hereby indemnify, save and hold harmless, HWA, their 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 HWA. Said indemnification shall include HWA's attorney's fees or other costs. Exhibitor hereby indemnifies and does hereby hold HWA harmless for all costs and fees incurred by HWA in arbitrating or defending any action legal or otherwise brought by any manufacturer, distributor, dealer or other exhibitor who threatens to or in fact sues HWA to remove an exhibitor from the Show. HWA 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. HWA shall not in any event be liable for consequential damages, lost profits, or any other similar damages.

- 4. SUBLEASING. Exhibitors shall not sublease and/or share any part of their space without HWA's advanced written consent.
- 5. STAGING. When required for boarding boats, safe staging (boarding ramps, ladders, rails, stairs etc.) is the exhibitor's sole responsibility (hand rails required on one side for two steps; three steps or more: hand rails required on both sides).
- 6. LATE SET-UP FORFEITURE. Exhibitors who do not set up on schedule may, at the discretion of HWA, have their designated space changed or occupied by another Exhibitor. The removed Exhibitor shall not be entitled to a refund or any resulting damages.
- 7. ANIMALS. Animals are not allowed on the Show site at any time before, during, or after set-up hours and show hours, other than service animals.
- 8. SALES TAX AND APPLICABLE FEES. RI Sales Tax Law requires every exhibitor making sales at retail to obtain a Retail Sales permit. Exhibitor must send a copy of said permit to HWA by August 1, 2016 and display same at the Show. Out-of-State exhibitors shall file a State report to HWA and/or the Division of Taxation and pay 7% of gross sales to the State prior to departure from the Show site. Contact the event office for permit application form (Phone: 401-846-1115). Exhibitors shall comply with all State Laws and City of Newport ordinances.
- 9. ACTS OF GOD. HWA shall have no liability whatsoever for any economic damages or for actual damages, of any nature, to any person, matter or thing resulting from hurricane, storm, wind or water or other acts of God, or imminent threat thereof, nor from fire, strikes, or lockouts.
- 10. CANCELLATION. If any exhibitor elects to cancel the contracted space for any reason, HWA will allocate refunds based on written notice being received as follows: 100% Refund: 61 days prior to the first move-in day, No Refund: less than 30 days prior to the event. Refunds are based on contracted space cost, not monies received.

(Continued on next page.)

#### **NEWPORT INTERNATIONAL BOAT SHOW CONTRACT AND PROVISIONS**

- 11. 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, September 18, 2016 at 5:00 p.m. Failure to comply will have a direct effect on the opportunity to exhibit at future shows. Following the close of the Show on September 18, 2016 at 5:00 p.m., exhibits will be removed according to the schedule which will be provided or in accordance with the updated instructions of HWA. All displays shall be properly marked for shipment by the exhibitor and left in their designated display area. Exhibitor will be responsible for payment of said shipment. HWA shall have no responsibility for the improper shipment of goods. HWA reserves the right to send all goods not removed from the Show site by the close of the breakdown (Monday, September 19, 2016 AT NOON) to a storage warehouse at the expense of the exhibitor. Exhibitor does hereby waive all claims for theft, loss or damage to such goods by reason of said removal, and it further agrees to pay all charges that may be incurred by HWA. Exhibitor does hereby grant a security interest to HWA in said goods for the payment of said charges incurred by HWA or its agent.
- 12. WATER POLLUTANTS. Federal and State Water Quality Standards must be complied with at all times and exhibitors shall be solely responsible to ensure that there is no dumping or discarding of refuse, sanitary waste or other pollutants in the water surrounding their exhibits or on the Show site.
- 13. EXHIBITOR CREDENTIALS. Exhibitor and dealer credentials must be completed online, through the exhibitor log-in credential tab, 3 weeks prior to show opening. In no case will such credentials be issued until Exhibitor has fully complied with all conditions set forth herein. HWA reserves the right to limit the number of such credentials. HWA also reserves the unlimited right not to issue or to revoke credentials to any person(s), or to remove exhibits which presence HWA deems to be not in the best interest of the Show, the public, or other exhibitors. In such event, exhibitors waive all claims for loss or damage of any nature which they might have as a result of the decision not to issue, or to revoke credentials, or to remove exhibits.
- 14. ENFORCEMENT. Exhibitor agrees to pay all reasonable attorney's fees and other costs incurred by HWA in enforcing this contract with its accompanying rules and schedules, which are incorporated into this contract.
- 15. AMENDMENTS. HWA has the full power to interpret and enforce its rules, conditions and regulations, and the power to make reasonable amendments thereto necessary for the proper conduct of a safe, clean, well-regulated and attractive Show.
- 16. WEATHER. The Exhibitor and HWA agree that neither HWA nor any of its employees or agents, are not 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 HWA'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 the issuance of hurricane warning for Newport or environs by the National Weather Service. Exhibitors hereby agree to evacuate and immediately remove their vessels and related personal property from the Show in the event of such weather conditions or the issuance of hurricane warning for Newport or environs by the National Weather Service. The Exhibitors agree that HWA does not guarantee safety in abnormal weather conditions (e.g., flood, tide, fog, gale winds, high waves, hurricanes). It shall be the Exhibitor's responsibility to remove its vessels in a timely manner or to instruct HWA (Newport Yachting Center) to haul it without liability to HWA, or the Newport Yachting Center at their normal rates for equipment and labor. Exhibitors shall bear total responsibility for all damage to and/or caused by vessels in these circumstances. If Exhibitor does not cause vessel to be so removed, it is stipulated that HWA or Newport Yachting Center may do so, at full cost to Exhibitor, but with no responsibility to do so on HWA's part or on the part of HWA's insurance underwriter. Exhibitor agrees that the vessel will contain, at all times, sufficient ground tackle for hurricane conditions.
- 17. MUSIC COPYRIGHT. Exhibitor acknowledges that the copyright laws of the US with regard to music on cassettes, CDs, records, videos, etc. may result in the payment of royalties. Exhibitor shall comply with all of said copyright laws and pay all of said royalties. Exhibitor hereby indemnifies and holds harmless HWA in accordance herewith.
- 18. FINANCE CHARGES. In the event that bills are not paid when rendered by the exhibitor to HWA, the exhibitor agrees to pay finance charges thereon at the RATE OF ONE AND ONE HALF PERCENT (1-1/2%) PER MONTH (18% per year). Exhibitor further agrees that in the event that any amounts due are referred to an attorney for collection, or if HWA retains counsel to enforce any of the terms of this agreement, it will pay, any collection charges, attorney's fees and costs.



# PRODUCT & SERVICES LISTING

# PLEASE CHECK ALL PRODUCTS & SERVICES BEING PRESENTED & REPRESENTED AT THE NEWPORT INTERNATIONAL BOAT SHOW

listed under the heading of "All Produc	cts & Services."		
Adhesives / Tape	Dock Systems / Devices	Nautical Giftware	
Air Conditioning	Documentation Services	Navigational Electronics & Software	
Air Purification	Drink Holders	Noise Control	
Alarm Systems	Dry Bilge Systems	Outboard Motor Brackets	
Anchors / Chains & Lines	Electrical Equipment / Systems	Outriggers	
Antennas	Electronic Charts / Plotters	Oxidation Remover	
Anti-Fouling Systems	Electronics Installation / Repair	Paints / Finishes	
Appliances	Embroidery	Propellers / Shafts / Related Gear	
Art / Photography	Engine	Provisioning Service	
Associations / Clubs	DieselInboardOutboard	Publications	
Autopilots	Engine Accessories	Pumps / Filters	
Batteries / Chargers / Related Products	Engine Controls	Radar	
Bedding	Engine Maintenance / Repair	Radios	
Bilge Pumps	Engraving	Real Estate	
Biminis / Dodgers	Environmental Products	Refrigeration	
Binoculars / Telescopes / Night Vision	Fenders / Covers	Restoration	
Boarding Devices	Filtration Systems	Rigging, Running	
Boat Builders / Manufacturer	Finance / Banking	Rigging, Standing	
Boat Dealer	Fishing Chairs	Rowing Equipment	
Boat Dollies / Launching Wheels	Fishing-Related Products	Safety & Survival Equipment	
Boat Handling Equipment	Flotation Systems	Sail Furling Systems	
Boat Repair	Folding Bicycles	Sails / Sail Covers / Repairs	
Boat Supplies Miscellaneous	Foul Weather Gear/Outerwear*	Sailboat Racing	
Boating Safety Courses	Fractional Boating	Sanitation Equipment	
Books	Fuel System Components & Products	Schools	
Bow Thrusters	Furniture / Furnishings	Showers	
Brokerage	Galley Equipment	Signs / Boat Names / Lettering	
Buoys	Generators	Solar Power Equipment	
Burgees / Flags / Pennants	Government Agencies	Stabilizers	
Canvas Goods	Half Hulls	Stern Thrusters	
Chairs	Hardware, Powerboat	Sunglasses	
DeckFishingHelm	Hardware, Sailboat	Surveys / Appraisals	
Chamois	Hatches / Portlights	Tools	
Chandlery	Haulout & Storage	Tote Bags / Duffels	
Charts	Heaters, Cabin	Tourism Information	
Charters	Hi Lo Tables	Towers / Hard Tops	
Cleaners / Polishes	Inflatables / Repairs	Towing	
Clocks / Barometers	Insurance	Trailers / Racks & Accessories	
Clothing / Footwear	Interior Design / Decorating	Transmissions	
Communications	Inverters	Vacuum Systems	
Compasses / Sextants	Jet Drive	Varnishing	
Compass Adjustment	Jewelry	Water Purifiers / Desalinators	
Computer Equipment	Knives	Weather Forecasting	
Coolers - Soft-Sided	Licensing / Regulatory Affairs	Wind & Weather Instruments	
Cordage	Life Jackets / PFDs	Wind G Wedner Instruments	
Corrosion Protection	Life Rafts	Winches / Windlasses	
Cushions / Upholstery	Lightning Prevention Systems	Winter Covers	
Custom Cabinetry	Lights, Cabin	Winter Govers	
Custom Canvas	Lights, CabiiiLights, Navigational	Woodworking	
Custom Models	Lights, NavigationalLubricants	Yacht Detailing / Maintenance	
Davits / Hoists & Lifts	Marinas	Yacht Delivery / Transport	
Davits / Floists & Litts Decking	Mattresses	Yacht Designs	
Detking Depth Sounders	Medical Kits & Supplies	Yachtmaster Training	
Destinations	Mooring Systems / Devices	racinimaster framming	
Diving Gear	Music Systems		



# SHOW DIRECTORY INDEX FORM

## RETURN THIS FORM WITH YOUR EXHIBITOR CONTRACT

Please fill out all applicable sections to ensure an accurate listing in the 2016 Newport International Boat Show Directory.

EXHIBITOR / CONTACT
Company Name
Contact Person/Title
We do not have any working dealers.  If space is contracted to a manufacturer, please list all dealers that will be working your space. If space is contracted to a dealer, please list all factory representatives that will be working in your space. Companies listed below will receive a portal password to order exhibitor credentials, guest tickets, parking passes and Wi-Fi.
ADDITIONAL COMPANIES
Company Name
Mailing Address
City, State, Zip Code
Phone / Fax
Website
Contact Name
Contact Email
Company Name
Mailing Address
City, State, Zip Code
Phone / Fax
Website
Contact Name
Contact Email
Company Name
Mailing Address
City, State, Zip Code
Phone / Fax
Website
Contact Name
Contact Email



## **BOAT SPECIFICATIONS LISTING**

PLEASE INDICATE BOATS BEING DISPLAYED AT THE NEWPORT INTERNATIONAL BOAT SHOW

Exhibiting Company: .		
EXHIDITING COMBANY: -		

Length overall *must include all overhangs*, which includes bowsprits, pulpits, anchors, swim platforms, davits, etc.

Failure to report any or all overhangs, or if the provided specifications are incorrect, show management reserves the right to change, move or remove your boat(s) if it/they interfere with neighboring display(s).

#	MODEL	NEW MODEL DEBUT?	LENGTH OVERALL (FT.)	BEAM (FT.)	TOTAL SQ. FT. (LENGTH OVERALL X BEAM)	DRAFT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

# Newport INTERNATIONAL BOAT SHOW SEPTEMBER 15-18, 2016

#### **INSURANCE REQUIREMENTS**

EACH EXHIBITOR IS REQUIRED, BY CONTRACT, TO CARRY \$1,000,000.00 MINIMUM OF GENERAL LIABILITY TO COVER EXHIBIT SPACE(S) AT NIBS

# The following information must be included on the insurance certificate:

#### **INSURED**

Company Name on the Exhibitor Contract must be listed as the Insured.

#### **GENERAL LIABILITY**

Minimum of \$1,000,000.00

#### **DESCRIPTION SECTION**

- Historic Wharves Associates, Inc. listed as "Additional Insured"
- Newport International Boat Show September 10-20, 2016 (includes all move-in + move-out dates)

#### **CERTFICATE HOLDER:**

Historic Wharves Associates, Inc. P.O. Box 698 Newport, RI 02840

#### **ADDITIONAL INFORMATION**

If you do not have insurance, you may contact *Shoff Darby Insurance Agency* to purchase General Liability coverage for our event (note: Shoff Darby **does not insure** boats in-water). Rates vary, depending on the size of your display.

#### For an application, please visit the website below or call:

Marisa Mancini-Cavallo - Shoff Darby Insurance Agency

W: shoffdarby.com

E: cavallom@shoffdarby.com

P: 203.445.2119 F: 203.445.2137

#### Please email certificate of insurance to:

Caroline Flynn - cflynn@newportexhibition.com

For any questions, please contact Newport Exhibition Group at 401.846.1115



#### RHODE ISLAND TAX POLICY

RHODE ISLAND TAX LAW REQUIRES THAT ALL EXHIBITORS PROVIDE DOCUMENTATION VERIFYING THEIR TAX COLLECTION RESPONSIBILITIES

#### All exhibitors will fall into one of the following categories:

#### TAX EXEMPT

In the State of Rhode Island, boats are not taxable; neither are publications or services. If your company falls into one of these categories, you are not required to collect sales tax. In addition, non-profit organizations, exhibitors offering insurance or financial services, and exhibitors not making retail sales at the show are not required to collect sales tax. YOU MUST, HOWEVER, SIGN AND RETURN THIS FORM TO THE SHOW OFFICE INDICATING THAT YOU ARE TAX EXEMPT.

#### TAXABLE WITH RHODE ISLAND TAX PERMIT

Any company selling taxable products, and has a valid Rhode Island Sales Tax Permit, must provide a photocopy of said Sales Tax Permit.

#### TAXABLE WITHOUT RHODE ISLAND TAX PERMIT

Companies selling taxable products that do not have a valid Rhode Island Sales Tax Permit must obtain a Temporary Sales Tax Permit from Newport Exhibition Group (\$10 fee). If you fall into this category, check the appropriate box below and we will mail a P-498 Application to the address provided.

PLEAS	E CHECK APPROPRIATE BOX, COMPLETE REQUIRED INFORMATION AND SIGN
	My company is not required to collect sales tax at the 2016 Newport International Boat Show for the reasons listed above under Tax Exempt.  NAME: SIGNATURE:  COMPANY NAME:
	I have a valid RI Sales Tax Permit and will mail or fax a copy to the Newport Exhibition Group Office.  NAME: SIGNATURE: COMPANY NAME:
	I require a Temporary Sales Tax Permit. Please mail me a P-498 Application.  NAME:

#### CONTACT NEWPORT EXHIBITION GROUP WITH ANY QUESTIONS