



Texas International Boat Show

WELCOME!

Dear Exhibitor

I am delighted that you will be exhibiting in the fourth annual Texas International Boat Show, being held April 7th-10th, 2011, at the Corpus Christi Marina, People's Street T-Head, Corpus Christi, Texas.

The attached **Exhibitor Handbook** has been created to assist you with your preparations for the Boat Show. It contains important information, directions and order forms for the services and supplies you will need to effectively participate.

Please complete and return the relevant forms, contained in Section IV, to arrive no later than their due dates by either of the following means:

Fax: 561.840.1323

Mail: Texas International Boat Show

618 US Highway 1, Suite 400, North Palm Beach, FL 33408

You can also download the Exhibitor Handbook from our website:

www.texasinternationalboatshow.com which contains information on Travel and Accommodations, with relevant links to make planning your participation in the Boat Show as simple as possible. Please take a moment to view the Accommodation Page and reserve your hotel rooms in good time. The official hotel of the Boat Show is the **Omni Hotel** offering a rate of \$119.00 per night at both the Bayfront Tower and Marina Tower situated directly across from the Corpus Christi Marina. If you have any questions on the Exhibitor Handbook please call us on: 561.842.8808.

I look forward to seeing you in April and wish you all a very successful show.

Peter Bryant

President

Texas International Boat Show

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SECTION I – THE SHOW

SHOW HOURS

OPENING CEREMONY:

THURSDAY, 7th APRIL 11.30 AM

TIMINGS:

THURSDAY, 7th APRIL 12.00 AM – 6.00 PM

FRIDAY, 8th APRIL 12.00 AM – 7.00 PM

SATURDAY, 9th APRIL 10.00 AM – 7.00 PM

SUNDAY, 10th APRIL 12.00 AM – 6.00 PM

TICKET INFORMATION

DAILY TICKET COST

Thursday and Friday:

All Adults \$5.00

All Children Free

Saturday and Sunday:

ADULT TICKET \$10.00

SENIORS, MILITARY \$ 8.00

CHILDREN 6 – 14 YEARS \$ 3.00

CHILDREN UNDER 6 FREE

SHOW CONTACTS

TEXAS INTERNATIONAL BOAT SHOW

Florida:

618 US Highway 1

Suite 400

North Palm Beach

FL 33408

PH: 561-842-8808

FX: 561-840-1323

Email: info@txintlboatshow.com

www.texasinternationalboatshow.com

CORPUS CHRISTI MARINA

400 North Shoreline

Lawrence Street T-Head

Corpus Christi, TX 78401

PH: 361-826-3980

FX: 361-883-4778

www.corpuschristimarina.com

Peter Davidson, Marina Superintendent

Rene Garza, Dock Master for the Texas International Boat Show

SECTION II – EXHIBITOR INFORMATION

EXHIBITOR PRE-SHOW TICKET OFFER

VIP WRIST BANDS:

Each Exhibitor will receive by mail Ten (10) VIP Wrist Bands, **valid for Thursday, 7th April** only, which must be worn to gain entry to the show site, you do not need to request these.

DISCOUNTED GENERAL ADMISSION TICKETS:

General Admission Tickets are available to Exhibitors at the **discounted cost of \$7.00 per ticket** (valid any day of the show). As this rate is only available for ticket purchase prior to the event, please complete the Order Form in Section IV.

EXHIBITOR BADGES

In order to gain entry to the Boat Show site, Exhibitor Badges must be worn at all times, including the setup/breakdown period of the event.

Exhibitor Badges will be allocated on exhibit space reserved (see breakdown below) and distributed in Exhibitor Packs which will be available for collection from the Show Organizer's Office upon arrival for set up. Badges not required during set up may be left at Will Call for exhibitors arriving later. **You do not need to order badges unless you require additional badges to the allocated number – if so please complete the form in Section IV along with the Credit card Authorization Form.**

BADGE ALLOCATION:

10'x10' Booth Exhibitors: will receive 4 Exhibitor Badges for the first contracted booth. Each additional booth contracted will receive 1 further Exhibitor Badge.

ie. one 10x10 booth=4 badges, two 10x10 booths=5 badges etc...

Space Only Exhibitors booking up to 400 sq ft receive 4 Exhibitor Badges.

Each additional 100 sq ft booked after 400 sq ft will receive 1 additional Exhibitor Badge (Max 10)

Slip Exhibitors: 2 Exhibitor Badges per contracted slip. (Max 10)

EVENT FURNISHINGS

All 10'x10' exhibit booths come with an 8' skirted table and two chairs. Exhibitors NOT requiring the table or chairs should indicate this on their contract. Exhibitors requiring additional skirted tables or chairs should complete the application form in Section IV along with the credit card authorization form

For information and rates on furniture items such as sofas, armchairs or special request items for your exhibit please contact the Show Organizer: 561 842 8808

FORKLIFT SERVICE

A forklift service is available for off-loading and setup of boats and equipment. If you require the forklift service, special handling, or have unusual equipment, please contact the Show Organizers as soon as possible in order to schedule an appointment for this service: 561.842.8808

FREIGHT

Freight

Please contact ABF Freight Systems, Inc. 1.800.654.7019 www.abfs.com

Contact Becky Wood for Boat Show Discount rwood@abf.com

INSURANCE

All Exhibitors **MUST** provide the Organizers of the Texas International Boat Show with evidence of insurance coverage prior to participation.

In addition, the Texas International Boat Show, the City of Corpus Christi and American Bank must be named as Additional Insured on insurance certificates.

Texas International Boat Show, 618 US Highway 1, # 400, N. Palm Beach, FL 33408
The City Of Corpus Christi, City Hall, 1201 Leopard Street, Corpus Christi, TX 78401
American Bank, 800 N. Shoreline, Ste 100 South, Corpus Christi, TX 78466

If insurance is carried under a name other than the Exhibitor's name shown on the Contract, please list your contracted Exhibitor name as a DBA.

Please fax Insurance Certificate to: 561.840.1323 or send by mail, to arrive no later than 1st April, 2011, to: Texas International Boat Show, 618 US Highway 1, Suite 400, North Palm Beach, Florida 33408.

Policy Effective dates: April 4th - 11th, 2011 (includes move-in/move-out dates)

Coverage, where applicable, with limits of liability not less than:

Commercial General Liability - \$1,000,000 per occurrence

Automobile Liability - At a minimum, statutory Limits of \$30,000/\$60,000 for Bodily Injury & \$25,000 for Property Damage

Worker's Compensation - Employer's Liability \$100,000

10'x10' Booth Exhibitors without insurance may purchase insurance coverage through the Show Organizers, at a cost of \$100 per booth, for the duration of the Texas International Boat Show. To receive an application form please Tel: 561.842.8808

TRAVEL AND ACCOMMODATIONS

Please visit our website: www.texasinternationalboatshow.com for complete information on hotels in the area, the Official Hotels of the show - the Omni Bayfront Hotel and Omni Marina Tower are both conveniently located on Shoreline Boulevard, as well as contact information for airlines and car rental.

Please ensure you reserve your hotel rooms at the Omni as early as possible.

MOVE-IN/MOVE-OUT

IN WATER EXHIBITS – ARRIVING BY WATER

ALL DOCKS

MOVE IN:

Boats may arrive from Monday, 4th April through Wednesday, 6th April, 2011, between the hours of 8.00 am and 6.00 pm each day.

Call on Channel 16 or telephone the marina office on: 361.826.3980 for slip location and assistance with docking.

On arrival in designated slip, all Captains **MUST** report to the marina office, located on Lawrence Street T-Head, to arrange for electricity (14 cents per kilowatt hour) and water hook-up. Payment method to be arranged with the marina office at this time.

Boat cleaning is available through the G&L Detailing , contact: 361.888.6566

Repair facilities are also available through the marina office: 361.826.3980

MOVE-OUT:

All vessels **MUST** vacate the marina no later than 6.00 pm on Monday, 11th April, 2011. Departure on a timely basis is requested unless other arrangements have been made with the Dock Master.

IN WATER EXHIBITS – ARRIVING ON TRAILERS

ALL DOCKS

MOVE IN:

Boats on trailers for in-water display may arrive from Monday, 4th April through Wednesday, 6th April, 2011, between the hours of 9.00 am and 6.00 pm each day.

Follow directional signage and proceed to the ramp located on Coopers Alley L-Head on Shoreline Boulevard, Corpus Christi.

On arrival in designated slip, please report to the marina office, located on Lawrence Street T-Head, to arrange for electricity (14 cents per kilowatt hour) and water hook-up. Payment method to be arranged with the marina office at this time.

Boat cleaning is available through the G&L Detailing , contact: 361.888.6566

Repair facilities are also available through the marina office: 361.826.3980

The ramp is capable of handling vessels up to 60ft in length.

Vessels requiring Travel Lift facilities should contact Roger Garcia at the marina office: 361.826.3980 to arrange an appointment.

The Travel Lift has a maximum load capacity of 15 tons and 14ft beam. Costs are available from the marina office and paid to the marina at the time of use. Vessels requiring additional capacity should contact Rene Garza at the marina office: 361.826.3980.

MOVE-OUT

All vessels **MUST** vacate the marina no later than 6.00 pm on Monday, 11th April, 2011. Departure on a timely basis is requested unless other arrangements have been made with the Dock Master.

HARDSTANDING EXHIBIT AREAS 1-6 **- INCLUDING BOATS ON TRAILERS**

MOVE-IN:

All Exhibitors in Hardstanding Areas 1-6 on the T-Head, should follow directional signage and proceed to the Corpus Christi Marina, People's Street T-Head, where you will be positioned in your exhibit area.

To avoid traffic congestion, throughout the set up of the show, Exhibitors are **requested** to arrive at their earliest convenience, beginning Monday, 4th April, 2011, between the hours of 9.00 am and 6.00 pm.

Exhibitors will be able to arrive until Wednesday, 6th April at 6.00 pm latest.

MOVE-OUT

All Exhibitors **MUST** vacate the marina no later than 12.00 Noon on Monday, 11th April, 2011. Departure on a timely basis is requested unless other arrangements have been made with the Dock Master.

EXHIBITORS FOR NORTH, CENTER, SOUTH MEDIANS AND SHORELINE BLVD.

MOVE-IN

Exhibitors on Shoreline Boulevard, and North, Center and South Medians located on Shoreline Boulevard, should follow directional signage and proceed to the Corpus Christi Marina, People's Street T-Head, where you will be positioned in your exhibit area.

These exhibit areas will be available from Monday, 4th April, between the hours of 9.00am and 6.00 pm.

All exhibits must be in place by Wednesday, 6th April at 6.00 pm.

MOVE-OUT

All Exhibitors **MUST** vacate the marina no later than 12.00 Noon on Monday, 11th April. Departure on a timely basis is requested unless other arrangements have been made with the Dock Master.

BOOTH EXHIBITORS – 10'x10'

MOVE IN:

Exhibitors should follow directional signage and proceed to the Corpus Christi Marina, People's Street T-Head, where you will be directed to your exhibit booth/s.

10x10 Booth exhibits will be available for occupation from Wednesday, 6th April from 9.00am

All Booth exhibits must be in place by 10.00 am on Thursday, 7th April.

All Booths must remain manned throughout the duration of the show.

MOVE OUT:

All Exhibitors **MUST** vacate their exhibit booth/s by 10.00 am Monday, 11th April, 2011.

BREAKDOWN:

EXHIBITORS MAY NOT BREAKDOWN THEIR BOOTH EXHIBITS PRIOR TO THE CLOSURE OF THE BOAT SHOW ON SUNDAY, 10th APRIL AT 6.00 PM – EXHIBIT REMOVAL MAY BEGIN AT THIS TIME ONLY. NO VEHICLES WILL BE ALLOWED ON SITE UNTIL THE PUBLIC HAVE VACATED THE SITE.

SECTION III – ELECTRICAL INFORMATION

ON-SHORE EXHIBIT AREAS

All electrical supply, must be requested from the Show Organizer and paid for in advance.

Electrical Power will be supplied to Exhibit Booths and Exhibits in Hardstanding Areas upon request.

If you require electrical supply please complete the Order Form in Section IV along with the Credit Card Authorization Form.

On-Shore Exhibit Areas	Electrical supply 10 amps/ 110 volt	\$100 Per connection
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Rate quoted for connection covers bringing service to the booth/exhibit area only and does not include connecting equipment and special wiring.

The Exhibitor holds the Texas International Boat Show and the Corpus Christi Marina harmless for any losses of power beyond their control including, but not limited to, losses due to utility companies failure, permanent power distribution failure, power failure caused by vandalism, faulty exhibitor equipment or overloads caused by an exhibitor.



Texas International Boat Show

Slip Dimensions & Electrical

SLIP #	VESSEL LENGTH*	MAX BEAM	MAX DRAFT	ELECTRICAL**
DOCK H				
North Side: Slips H 2 - H36	50	18.5	7.5	1 x 50 AMP + 1 x 30 AMP
South Side: Slips H1 - H35	50	18.5	7	1 x 50 AMP + 1 x 30 AMP
DOCK G				
North Side: Slips G2 - G36	50	18.5	7	1 x 50 AMP + 1 x 30 AMP
South Side: Slips G1 - G39	50	18.5	6.5	1 x 50 AMP + 1 x 30 AMP
STEM				
People's Street South Side			8	TBA
DOCK F				
North Side: Slips F2 - F46	60	21	8	2 x 50 AMP or 1 x 100 AMP
South Side: Slips F1 - F45	60	21	9.5	2 x 50 AMP or 1 x 100 AMP
DOCK E				
North Side: Slips E2 - E14	70	26.5	9.5	1 x 100 AMP or 2 x 50 AMP
Slips E16/E18/E20	80	26.5	9.5	1 x 100 AMP or 2 x 50 AMP
Slips E22 - E36	80	28	9.5	1 x 100 AMP or 2 x 50 AMP
South Side: Slips E1 - E17	140	Side Tie	10	1 x 200 AMP or 2 x 100 AMP or 4 x 50 AMP

All measurements are in feet (ft)

*Recommended Vessel Length

**All Electrical/Water/Telephone/TV to be billed by Corpus Christi Marina Direct at Standard Municipal Rates

Docks F/G/H Finger Piers 4ft wide / Dock E Finger Pier 6ft wide / Central Walkways 8ft wide

For further information contact Peter Bryant at Tel: +1 (561) 842-8808, Fax: +1 (561) 840-1323, Cell: +1 (954) 461-3272
E-mail: pbryant@txintlboatshow.com, Website: www.texasinternationalboatshow.com
Florida: Bay Pointe, 618 US Highway 1, Suite 400, North Palm Beach, Florida 33408
Texas: City Of Corpus Christi Marina, 400A North Shoreline, Lawrence Street T-Head, Corpus Christi, Texas 78401

SECTION IV – CHECK LIST

Please ensure that your completed forms are returned in good time by **FAX** to the following number: **561.840.1323** or by **EMAIL** to: **info@txintlboatshow.com**
 All of the attached forms in this section are available for download from our website: www.texasinternationalboatshow.com – under Exhibitor Handbook

All Exhibitors must complete and return these forms

FORM TO BE COMPLETED (where applicable)	DEADLINE DATE
Advertisement Booking - Show Catalog	
Page 14	Mar 25
Electrical Order Form	
Page 15	Mar 25
Event Furnishings Order Form	
Page 16	Mar 25
Exhibitor Badge - Additional Badge Order Form	
Page 17	Mar 25
General Admission Ticket (Discounted) Order Form	
Page 18	Mar 25
Credit Card Authorization (If Ordering: Advertising, Badges, Electrical, Furniture, or Tickets)	
Page 20	

ELECTRICAL ORDER FORM

Company: _____
 (Name as it appears on Exhibit Contract)

Slip/s #/Booth/s # Exhibit Location: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Fax: _____

Contact: _____ Phone: _____

Title: _____

Please complete the Credit Card Authorization Form and return with this Order Form:

On-Shore Exhibit Areas	Electrical supply 10 amps/ 110 volt	\$100 Per Connection
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Rate quoted for connection covers bringing service to the booth/exhibit area only and does not include connecting equipment and special wiring.

The exhibitor holds the Texas International Boat Show and the Corpus Christi Marina harmless for any losses of power beyond their control including, but not limited to, losses due to utility companies failure, permanent power distribution failure, power failure caused by vandalism, faulty exhibitor equipment or overloads caused by an exhibitor.

EVENT FURNISHINGS

All 10'x10' exhibit booths come with an 8' skirted table and two chairs. Exhibitors NOT requiring the table or chairs should indicate this on their contract. Exhibitors requiring additional skirted tables or chairs should indicate their requirements below.

Company: _____
 (Name as it appears on Exhibit Contract)

Slip/s #/Booth/s # Exhibit Location: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Fax: _____

Contact: _____ Phone: _____

Title: _____

Please complete the Credit Card Authorization Form and return with this Order Form:

Item	Cost	Number Required
8ft Skirted Table	\$40	
Folding Chair	\$5	

For information and rates on furniture items such as sofas, armchairs or special request items for your exhibit please contact the Show Organizer: 561 842 8808

EXHIBITOR BADGE ORDER FORM – ADDITIONAL BADGES ONLY

Exhibitor Badges will be allocated on exhibit space reserved (see breakdown below) and distributed in Exhibitor Packs which will be available for collection from the Show Organizers Office at the Corpus Christi Marina, upon arrival for set up. Badges not required for set up may be left at Will Call for exhibitors arriving later.

You do not need to order badges unless you require additional badges – if ordered these will be added to your Exhibitor Pack:

Additional Exhibitor Badges may be purchased at a cost of \$20.00 each. Please also complete the Credit Card Authorization Form if ordering additional badges.

Company: _____
(Name as it appears on Exhibit Contract)

Slip/s #/Booth #/Exhibit Location: _____

Number of additional Badges: _____ Total Cost: _____

Badge Allocation:

10'x10' Booth Exhibitors: will receive 4 Exhibitor Badges for the first contracted booth. Each additional booth contracted will receive 1 additional Exhibitor Badge
ie. one 10x10 booth=4 badges, two 10x10 booths=5 badges, three 10x10 booths= 6 badges etc.

Space Only Exhibitors booking up to 400 sq ft receive 4 Exhibitor Badges. Each additional 100 sq ft booked after 400 sq ft will receive 1 additional Exhibitor Badge (Max 10)

Slip Exhibitors: 2 Exhibitor Badges per contracted slip. (Max 10)

GENERAL ADMISSION TICKETS (DISCOUNTED) ORDER FORM
TICKETS VALID ANY ONE DAY OF THE SHOW

Exhibitors may purchase **DISCOUNTED General Admission Tickets**, in advance of the Boat Show, for distribution as personal invitations at the cost of **\$7.00 each**.

These Discounted Tickets will be mailed to the contact name below. Please complete the Credit Card Authorization Form.

Company: _____
 (Name as it appears on Exhibit Contract)

Slip/s #/Booth #/Exhibit Location: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Fax: _____

Contact: _____ Phone: _____

Title: _____

Date: _____

Please indicate number of General Admission Tickets required and complete the Credit Card Authorization Form and return with this Order Form.

INDICATE TOTAL NUMBER OF TICKETS	INDICATE TOTAL COST @ \$7.00 EACH TICKET

CREDIT CARD AUTHORIZATION

If you are paying for Badges, Electrical Supply, Tables/Chairs or Discounted General Admission Tickets please complete the following information:

Company: _____
(Name as it appears on Exhibit Contract)

Slip/s #/Booth #/Exhibit Location: _____

Contact: _____

Title: _____

Phone: _____

CREDIT CARD DETAILS:

Card Type _____

Card #: _____ Exp. Date: _____

Security #: _____ Amount to be Paid: _____
(If applicable)

Billing Zip Code: _____ Date: _____

Name on Card: _____

CARDHOLDER SIGNATURE: _____



Texas International Boat Show

General Rules & Regulations

- 1) These General Rules and Regulations relate to the TEXAS INTERNATIONAL BOAT SHOW (hereinafter called "the Show") to be held at the designated Marina and Airport facility as per the material contained within this package and contract at the designated times and dates. The Show is organized, managed, operated and produced by MMD Communications Corp (hereinafter called "the Organizers").
- 2) All exhibitors or applicants for exhibition space, either contracted or holding reservations for exhibition space, shall be bound by the General Rules and Regulations set forth in this agreement and contract and, any changes must be made in writing and signed by an authorized official of the Organizers, who shall have full power to interpret, make or amend these rules, provided that such authorized changes do not diminish the rights reserved for the Exhibitor or Applicant under this contract or application, and shall not operate to incur liabilities of its sponsor, agents, employees or associates.
- 3) Conditioned upon the Show facility being placed at the disposal of the Organizers, the Organizers shall assign to the Exhibitor for the period of the Show, the exhibition space specified herein or such other exhibit space of equivalent size and cost that the Organizers, at their sole discretion may assign. Such assignment is made for the period of the Show only and does not imply that same or similar space will be held or offered for future shows. Nothing contained herein shall entitle the exhibitor to participate in any show managed by the Organizer, or its affiliates, other than the Show so designated in the contract and in paragraph 1 above. The Organizers, by this agreement, bargain not only for the exhibition fee, but also for the presence of the Exhibitor throughout the Show. Failure of the Exhibitor to exhibit throughout the entire run of the Show, from opening day through to the final and concluding day, shall except at the discretion of the Organizers, be considered a material breach of this agreement and contract.
- 4) The Exhibitor agrees that all exhibit fees and all costs related to any promotional material, including, but not limited to banners, flags and electronic media, and to advertising in any show publication, including, but not limited to, the official show program, show video tape, show directory or show guide, must be paid to the Organizers prior to move-in by the Exhibitor to the Show site. In the event that the Exhibitor fails to pay any or all of these fees in a timely manner, at its sole and exclusive discretion, the Organizer may re-assign the exhibition space assigned and specified herein to another Exhibitor and assign alternative space to the Exhibitor. In the event that the Exhibitor pays the entirety of the exhibit fee after such assignment, the Organizers will assign such other exhibit space of comparable size, if then available, which the Organizers, at their sole and exclusive discretion, deem appropriate. In all cases the Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule contained herein. Furthermore, the Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum) on all past due fees. The Exhibitor also agrees to pay all collection costs of the Producer, including reasonable attorney's fees, together with cost of court incurred by the Producer in enforcing its rights hereunder.
- 5) No Exhibitor, or Applicant, shall be permitted to occupy, use or exhibit at said designated exhibition space, except at the sole and exclusive discretion of the Organizers, unless the full and contracted fees and balances due, as agreed to in the contract between the parties, has been paid and received by the Organizers, as good and clear funds, in the currency, and at the bank so designated by the Organizers when due pursuant hereto.
- 6) The Organizers make no representations or warranties regarding the number of persons who will attend or exhibit at the Show, such number being impossible to predict accurately at any time.
- 7) The Exhibitor further agrees that in the event that any advertising in any Show publication does not appear, or contains errors or omissions due to the fault of the Organizers, the Exhibitor will not hold the Organizers liable for any damages which the Exhibitor might incur as a result of the errors or omissions or of the failure of the advertising to appear. The Organizers reserve the right to circulate any advertising to Show registrants within 30 days after the Show dates, and such circulation shall represent an appearance of such advertising and no refund shall be due to the Exhibitor. The Exhibitor understands and agrees that the Organizers do not guarantee any specific circulation for any advertising purchased outside of the circulation to all Show registrants.
- 8) Upon or prior to the Exhibitor arriving at the Show, the Organizers shall supply the Exhibitor with an Exhibitor Service Manual containing further Rules and Regulations governing operations at the Show and the Show site, together with details of official contractors. The Exhibitor agrees that these additional Rules and Regulations are an integral part of the agreement and are incorporated herein by reference. The Exhibitor shall observe and abide by additional regulations made by the Organizers for the efficient, safe operation or success of the Show as soon as the additional regulations are communicated to the Exhibitor.
- 9) Space assignment is solely for the display boats, products or product lines as represented in the Application and Contract by the Exhibitor to the Organizers. Any material change in the type or character of the Exhibitor's product line, requires the Organizers's prior written consent. No sales exclusivity on type of product is extended to any Exhibitor, unless specifically negotiated with the Organizers and such exclusivity is noted on the face of this agreement. The Exhibitor agrees to have adequate personnel in attendance at all times during the entire duration of the Show period.
- 10) Assigned space is not contingent on the location of Show entrances or exits, food concessions or attractions. It is agreed that assigned space is final and may not be changed once the Show has opened, except at the request of the Organizers. It is also agreed that, during the Show opening times, no boat will be removed from its slip or mooring, whether temporarily or permanently, without the written consent of the Organizers.
- 11) All designs for outdoor exhibits must be submitted to the Organizers for approval prior to construction. The Organizers's approval shall not relieve the Exhibitor from its obligation to obtain all necessary permits prior to construction. Exhibitors using outdoor space are permitted, at their own cost, to erect temporary shelter for protection against the elements, provided that this does not cause interference to other Exhibitors, traffic flow and safety of the Show and its participants and remains within the confines of the specified exhibition space.
- 12) The Exhibitor may not promote, in any way, any other trade show of any type without the written consent of the Organizers.
- 13) No photographs, video and/or digital recording on the Show premises shall be made without written authorization of the Organizers. The Exhibitor agrees that the Organizers may take photographs, video and/or digital recordings of the Exhibitor's exhibition area and personnel, during, before or after the open hours of the Show, for any promotional use by the Organizers without the requirement of compensation to Exhibitor therefore.
- 14) Exhibitors shall not use music, video or any other licensed product from any source which requires permission from the copyright owner unless they have, in advance, obtained license to perform such music, paid any fees required, and provided the Organizers with a copy of the fully executed license agreement. Exhibitors agree to indemnify the Organizers for all claims resulting from failure to comply with these agreements. The use of sound systems and video systems is permissible, provided that they are not audible more than three feet into the aisle or into the neighboring exhibit spaces and that the sound, and or light, from the video projection is directed into the Exhibitors own exhibit space, or vertically. The Organizers shall have absolute control over the implementation of this regulation, the intent of which is to ensure that sound and video systems not be audibly or visually objectionable to neighboring or adjacent Exhibitors.
- 15) No Exhibitor shall obstruct the view of any other Exhibitor, nor shall any Exhibitor conduct or operate his exhibition in any way that can be, or may be, considered objectionable to any other Exhibitor, as agreed by the Organizers. All lighting within the exhibit space must be arranged and operated so as not to be distracting to adjacent Exhibitors.
- 16) If the Exhibitor desires to cancel this agreement, the Exhibitor may only do so by giving notice thereof in writing sent to the Organizers by certified mail, return receipt requested and received by the Organizers prior to the opening date of the Show. In such event the Exhibitor shall continue to be liable for 100% of the total exhibition fee and other charges contracted, unless the written notice of cancellation is received by the Organizers more than 120 days prior to the opening date of the Show. If the cancellation is received more than 90 days before the opening date of the Show, the Exhibitor will remain liable for 50% of the total exhibition fee and other charges contracted. Because these dates are related to the Show date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages for the injuries that the Organizers will suffer as a result of the Exhibitor's cancellation. This provision for



Texas International Boat Show

General Rules & Regulations (Continued)

liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizers to sustain damages. In this situation the Organizers's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore the provision for liquidated and agreed upon damages have been incorporated into this agreement as a valid presentation of these damages. The date of cancellation shall be the date that the Organizers receive the notice sent by the Exhibitor by certified mail, return receipt requested. The Organizers shall be entitled to close an exhibit at any time for failure by an Exhibitor, or his assignee, to perform, meet or observe any of the conditions or terms set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee. In the event that the Exhibitor decides to cancel this agreement according to the terms and conditions contained herein, and should the cancellation be received by the Organizer 30 days or less prior to the commencement of the Show set-up, the Exhibitor agrees to pay any additional expenses that the Organizers may incur in decorating the exhibit space which has been cancelled. The Exhibitor or applicant further acknowledges that the Organizers, having incurred expenses as a result of the contract and application, are not required to refund any of the fees to on the application or contract, and that the Organizers, are also entitled to any unpaid amounts as a result of owing to the Organizers.

17) In the event that because of war, fire, strike, hurricane or tropical storm, government disorder, public catastrophe, act of God, the public enemy or other cause such as, but not limited to, loss of the Marina facility, which is beyond the control of the Organizers, the Show or any part thereof is cancelled, prevented or determined to be inadvisable from being held, is cancelled by the Organizers or the exhibit space assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the sole discretion of the Organizers. The Exhibitor acknowledges that the Organizers will have sustained damages and losses as a result of the foregoing, as well, and shall, and does, hereby waive all claims for damages or compensation. The sums paid to the Organizers as fees or otherwise in connection with the Show shall remain the property of the Organizers and shall not be refunded. The Exhibitor shall have no right of access to any accounting, review or audit of the financial records of the Organizers. Any Exhibitor who cancels this contract prior to any cancellation of the Show by the Organizers shall not be entitled to any refund paid pursuant to this paragraph.

18) No delivery of merchandise to Exhibitors at the Show will be permitted during, or for three days after the Show. Neither the Organizers or the Marina facility accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to the Exhibitor at any time. Deliveries to Exhibitors shall be made only under the conditions and during the times specified in the Exhibitor Service Manual. The Organizers and the Marina facility are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. The Organizers, their agents and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who require private security must hire them from the Organizer's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Show areas with firearms. Exhibitors agree to hold the Organizers harmless from any claims resulting from the use of firearms owned, or in the possession of, the Exhibitor or its personnel.

19) The Exhibitor agrees that neither the Organizers and management, nor the owners of the Marina, nor any of their officers, agents employees or other representatives shall be held accountable or liable for and the same are hereby released from accountability and liability for any damages, harm, loss or injury to the person or property of the Exhibitor or of the Exhibitor's officers, agents employees or other representatives resulting from theft, fire, water accident or any other cause. The Exhibitor also agrees that the Organizers, the management and owners of the Marina will not obtain insurance against such damage or loss, harm or injury to any person or property of the Exhibitor or any of the Exhibitor's officers, official contractors, agents, employees or other representatives and that the procuring of the insurance against those risks is solely the responsibility of the Exhibitor. The Exhibitor agrees to indemnify, defend, protect hold and save harmless the Organizers and the Marina owners and managers against and

from any claims, demands, suits, liabilities, damages, loss, costs, attorneys fees and expenses of whatever kind or nature, including but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on the Exhibitor's part or on the part of any of the Exhibitor's officers, official contractors, agents, employees or other representatives, including, but not limited to, claims of damage or loss to the Marina and property, or from or out of damage, loss, harm or injury to the person or any property of the Exhibitor or any of the Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

20) The Organizers will attempt to assist the Exhibitor in obtaining any necessary travel documents, tickets, visas, accommodation etc. requested of Organizers in writing. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary Government, travel or hotel authorities will or shall not constitute a basis for cancellation or this contract or application, and it is clearly understood that no refunds whatsoever shall be made under these circumstances. The Exhibitor however, may substitute another party or company who meets the travel, entry and Government formalities necessary for entry into the country where the Show is to be held.

21) The Organizers, their sponsors, agents or employees, are not responsible for any loss, damage or delay incurred in freight shipments into and out of the country where the Show is to be held. The Exhibitor is urged to adequately insure all shipments.

22) The Exhibitor shall abide by and observe all national, international, state, City of Corpus Christi local laws, ordinances, rules and regulations, all rules of the Show including marina and airport rules and regulations, all union regulations, and shall obtain all necessary permits or licenses at the Exhibitor's own cost.

23) Attendee Show hours and hours for Exhibitor use shall be controlled solely by the Organizers. Admission procedures, either by ticket or badge, will be under the control of the Organizers, who retain the right to refuse entry without giving any reason. Exhibitors must obtain from the Organizers the necessary passes to admit their executives, agents, contractors and workmen during the installation, exhibition and dismantling periods. Each Exhibitor must arrange, at their own cost, for the conveyance of goods to and from his exhibition space.

24) Exhibitors shall not in whole or in part sell, transfer, assign or sublet to a third party, their rights to an exhibition space, or any portion thereof, without written consent from the Organizers.

25) No gasoline spirit or liquid, or other dangerous or inflammable substance is to be brought on to the Show site, without written consent of the Organizers, with the exception of where such items would normally be found on a boat lying in a Marina slip.

26) Sanitary facilities will be provided by the Organizers. However, boats in slips or on moorings will be allowed use of their own facilities in accordance with the accepted rules of the Marina.

27) Each Exhibitor is bound in all aspects by these General Rules and Regulations and in addition shall be bound by and comply with and deemed to have full knowledge of the Rules, Conditions and Regulations of the Marina and Airport facilities, copies of which may be inspected at the Organizers's office.

28) In the event that any term or provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

29) This agreement is deemed to be entered into, and governed by, the laws of The State of Texas, USA. The Exhibitor consents to the jurisdiction of the courts of The State of Texas, USA for the resolution of any disputes and claims arising out of and/or relating to this agreement. However, nothing contained herein shall obligate the Organizers to enforce its right in the State of Texas, USA if jurisdiction is proper elsewhere.

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