

# New Jersey Boat Sale & Expo

February 23-26, 2012

Located at the New Jersey Convention & Exposition Center at Raritan Center in Edison

## EXHIBITOR APPLICATION & CONTRACT

The undersigned wishes to make an application for exhibit space in the New Jersey Boat Sale & Expo to be held at the New Jersey Convention & Exposition Center at Raritan Center in Edison, NJ on **February 23-26, 2012** which will become a contract upon acceptance by the Marine Trades Association of NJ (MTA/NJ). By submitting this application for exhibit space, the Exhibitor accepts and agrees to be bound by the rates extended and assigned by the MTA/NJ and agrees to be bound by the printed rules & regulations on the reverse side of this contract, and any additional rules set forth governing participation in the New Jersey Boat Sale & Expo.

Company Name: \_\_\_\_\_ Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Company Description: \_\_\_ Manufacturer \_\_\_ Dealer \_\_\_ Distributor  
\_\_\_ Marina \_\_\_ Marine Services \_\_\_ Mfg. Rep Other: \_\_\_\_\_

Authorized By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

### RATE INFORMATION:

<u>QTY</u>	<u>MTA/NJ Member</u>	<u>Non-Member</u>
_____ 600 sq. ft to 2,500 sq. ft.....	\$2.95 / sq. ft	\$3.95 / sq. ft
_____ 2,501 sq. ft and Up.....	\$2.50 / sq. ft	\$3.50 / sq. ft
_____ Booth Space 10' x 10'.....	\$495 ea	\$595 ea

Preferred Space\* (Please indicate space number as identified on show layout): \_\_\_\_\_

Dimensions: \_\_\_\_\_ x \_\_\_\_\_ Total Sq. ft. requested: \_\_\_\_\_ x Rate \_\_\_\_\_ = Total Cost: \_\_\_\_\_

**50% deposit is due with this application; balance is due by January 23, 2012** = Total Enclosed: \_\_\_\_\_

\*Exhibit space will be allocated on a first come, first serve basis. Whenever possible, space will be allotted according to the Exhibitor's choice but final placement will be determined by the MTA/NJ, at its sole discretion, in such a way to produce the most advantageous grouping of the exhibits being displayed

Boat Lines to be displayed: \_\_\_\_\_

(Only those brands listed here will be allowed in display)

Products to be displayed: \_\_\_\_\_

Method of Payment: \_\_\_ Check \_\_\_ Visa \_\_\_ MasterCard \_\_\_ Discover

Credit Card Number: \_\_\_\_\_ Exp. \_\_\_\_\_ CCVC# \_\_\_\_\_

Signature: \_\_\_\_\_

Please make checks payable to: MTA/NJ. Mail completed contract and payment to:

2516 Highway 35, Manasquan, NJ 08736; P. 732-292-1051; F. 732-292-1041; [info@mtanj.org](mailto:info@mtanj.org)

Accepted for MTA/NJ by: \_\_\_\_\_ Date: \_\_\_\_\_

# RULES & REGULATIONS

Rules & Regulations related to the allocation of space and event display are all those adopted by the Marine Trades Association of New Jersey (MTA/NJ) and are a binding part of the Exhibitor contract.

1. **LOCATION DATE & HOURS: February 23-26, 2012; Thursday: 12pm-8pm Friday: 12pm-8pm, Saturday: 10am-9pm, Sunday: 11am-5pm.** Times may be subject to change.
2. **INSTALLATION, EXHIBITING & DISMANTLING:** The hours and dates for installation, exhibiting and dismantling shall be those specified by MTA/NJ. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before the specified conclusion of the dismantling period set by MTA/NJ. Each Exhibitor must name at least one person to be its representative with regard to installation, operation, and removal of exhibit.
3. The Exhibitor agrees not to use or permit the premises to be used at any time for the purpose of soliciting participants for shows other than conducted by MTA/NJ, including, but not limited to, any recreational vehicle, camping, sporting, van or truck show, or the distribution of related materials including but not limited to advertising of such shows. Conduct in violation of this paragraph will entitle MTA/NJ to the remedies set forth in Paragraph Number 15 of this contract and any additional remedies it may have in either law or equity, or both.
4. **LOCATION OF SPACE:** Exhibit spaces are reserved on a first come, first serve basis but every effort is made by MTA/NJ to give Exhibitors their preferred location. The MTA/NJ reserves the right to reallocate space assigned to the exhibitor as such location of space may be changed by MTA/NJ for the benefit of the Exhibitor or the event itself. If, for unforeseen circumstances, date or location of event must be changed, this contract will remain in effect.
5. **DEPOSIT & PAYMENT TERMS:** A deposit on the exhibit space rental fee must be submitted with this application and the balance must be paid by 1/23/12. This is a non-refundable deposit upon acceptance and this contract is non-cancelable and non-assignable. If MTA/NJ rejects the application of the Exhibitor, the deposit will be promptly refunded. The Exhibitor is contractually liable for any legal fees or costs associated in fulfilling the terms of this contract. Upon acceptance of this agreement by MTA/NJ, this shall be a legally binding agreement between the Exhibitor and MTA/NJ.
6. **ADMISSABLE EXHIBITS:** Exhibitor agrees to exhibit New Untitled, Unregistered Boats & Products. Exhibitor will not display any product without the endorsement of approval by the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this event. Exhibitor agrees that MTA/NJ may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature. MTA/NJ reserves the right to limit the type, brand, model of units or products to be displayed or sold and to restrict the type of signage, materials, brochures, or information displayed, distributed and/or available at the event.
7. **SUBLETTING AND ASSIGNMENT:** Exhibitor may not sublet or assign his exhibit space, nor any part thereof, nor exhibit, offer for sale or advertise articles not manufactured, or normally sold by the Exhibitor except when such articles are necessary to the proper demonstration or operation of the Exhibitor's display, in which case the identification shall be limited to the manufacturer's normal and regular nameplate. The Exhibitor shall not permit representatives of a non-exhibiting company to operate from his/her booth.
8. **GENERAL REGULATIONS:**
  - a. Loud speakers and sound displays are not permitted and MTA/NJ shall have the right to reject or expel any exhibit, which does not, in its sole discretion, conform to the general tenor of the event.
  - b. The dispensing, distribution, or use of alcoholic beverages or food, or both by Exhibitors in any part of the event is prohibited without the express prior written approval of MTA/NJ.
  - c. No Flammable liquids or materials of any nature, including decorative materials, use of which is prohibited by federal, state or municipal laws or regulations may be used in any exhibit. There will be absolutely no propane permitted in the building.
  - d. The operation of any games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with written approval of MTA/NJ and appropriate governmental entities.
  - e. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booths shall be suspended for any periods specified by MTA/NJ.
  - f. All exhibits must be set up in a manner that is safe for boarding by attendees if such boarding is allowed. MTA/NJ reserves the right to require modification of an exhibit if there is a potential safety risk.
  - g. Personnel of Exhibitor shall not solicit business or distribute brochures, samples, catalogs in any other area of the event other than the exhibit space provided. No Exhibitor will be permitted to conduct any promotional stunts or demonstrations without prior written approval.
  - h. All exhibits, back walls and decorations will be limited to eight feet (8') in height except actual equipment, which in normal operations exceeds this height. Written permission from MTA/NJ must first be obtained for the display of equipment or articles or abnormal heights.
  - i. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. The Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity, with maximum flood load specifications.
  - j. No noisy or obstructive work will be permitted during the hours that the show is open to the public, nor hall exhibits producing objectionable odors, be allowed. MTA/NJ shall have the sole discretion in determining what is noisy, obstructive and objectionable.
  - k. Exhibitors shall comply with all federal, state, and municipal laws, rules, regulations, and ordinances and shall comply with any and all regulations promulgated with respect to event premises.
9. **LIABILITY:** Exhibitor shall at all times protect, indemnify, save and hold harmless MTA/NJ, its employees, representatives, volunteers, agents, and businesses invitees against and from any and all claims, loss, cost, damage, liability or expense arising from, or out of, or by reason of (a.)

Any accident, or other occurrence to anyone, including but not limited to Exhibitor, its employees, representatives, agents, servants, and business invitees, which arises from, or out of, or by reason of said Exhibitor's occupancy and use of the event's premises or any part thereof. (b.) Any damage to the event premises caused by Exhibitor, its employee, representatives, agents, servants, and business invitees. (c.) Breach by Exhibitor of its obligations hereunder; and (d.) for any damages or claims associated with a change of exhibitors location or size of exhibit space deemed necessary or appropriate by MTA/NJ in its sole discretion. Under no circumstances will MTA/NJ be liable for any injuries to any persons as aforesaid above and under no circumstances will MTA/NJ be liable for lost profits or any other incidental or consequential damages.

In the event the event premises or any part thereof are unavailable whether for the entire event or a portion thereof as a result of a terrorist attack(s), threat of terrorist attack(s), war, fire, flood, strikes, riot, acts of God, or any other cause beyond MTA/NJ's reasonable control, or should MTA/NJ decide that because of any such cause it is necessary to cancel, postpone or resite the event, or reduce the installation time, the event hours, or dismantling time, MTA/NJ shall not be liable to Exhibitor or any third party for any loss, cost, damage, liability expense, or claim direct or indirect incidental, consequential, or otherwise arising as a result thereof.

If an Exhibitor fails to occupy the space contracted for, Exhibitor will be, nevertheless responsible for the full amount of the space and no refunds shall be made. If the assigned space is not occupied by the time set for completion of installation of displays, such space may be taken by MTA/NJ and reallocated or reassigned for such purposes or uses as MTA/NJ sees fit.

**INSURANCE: Each exhibitor must obtain sufficient insurance coverage to cover exhibit materials against damage and loss, and public liability insurance against injury to the person or property of others in amounts satisfactory to MTA/NJ.**

**Exhibitor shall give MTA/NJ a certificate of insurance issued by the insurer. MTA/NJ shall be designated and named as an additional insured under the Insurance Policy and on the certificate of insurance. The exhibitor understands that neither the MTA/NJ nor the New Jersey Convention & Exposition Center at Raritan Center in Edison maintain insurance covering the Exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.**

If the premises or any portion thereof, are damaged by the act, omission, or negligence of exhibitor, its employees, representatives, agents or servants, exhibitor shall pay to MTA/NJ upon demand such sum as shall be necessary to restore said event premises to their former condition.

10. **STAFFING OF EXHIBITS:** Exhibits must be staffed during all event hours. Exhibit removal prior to the final day's close of the event is strictly forbidden. Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's event.
  11. **COMPLIANCE WITH LAWS:** Exhibitor is responsible for obtaining all local, county and state licenses and business licenses which may be needed in order to sell or display merchandise or services. Exhibitors selling items at the show may be required to present MTA/NJ with a copy of their retail license.
  12. **SALE OF MERCHANDISE:** The Exhibitor agrees to be solely responsible for registering for, collecting and reporting appropriate sales tax.
  13. **CANCELLATION:** In the event of cancellations by an Exhibitor, THE FOLLOWING SHALL APPLY:
    - a. If the Exhibitor cancels 120 days or more before the start of the show, he will owe MTA/NJ nothing;
    - b. If the Exhibitor cancels between 91 and 119 days before the start of the show, MTA/NJ shall be entitled to 50% of the space rental fee;
    - c. If the Exhibitor cancels between 61 and 90 days before the start of the show, MTA/NJ shall be entitled to 75% of the space rental fee
    - d. If the Exhibitor cancels within 60 days of the start of the show, MTA/NJ shall be entitled to 100% of the space rental fee.
- MTA/NJ must receive written notification of cancellation by registered or certified mail. The date notification is received by MTA/NJ will determine the above assessment charges. In the event of either full or partial cancellation of space by an Exhibitor MTA/NJ reserves the right to reassign cancelled booth space regardless of cancellation assessment. Subsequent reassignment of cancelled space does not relieve the cancelling Exhibitor of the obligation to pay the cancellation assessment.
14. **INTERPRETATION OF CONTRACT:** MTA/NJ shall have the full power in the interpretation, contraction and enforcement of all contract terms, rules, regulations and agreements set forth herein. Any alteration or modification of this contract shall be in writing and signed by the parties hereto. This contract shall be governed and construed in accordance with the laws of New Jersey. If MTA/NJ must institute legal proceedings against an Exhibitor for his breach of this Contract, MTA/NJ, if successful, shall be entitled to court costs and reasonable attorney's fee in connection with such actions.
  15. **REMEDIES:** In the event an Exhibitor breaches this agreement or Exhibitor, its employees, agents, representatives, servants, or business invitees, engages in any conduct which MTA/NJ IN ITS SOLE DISCRETION DEEMS OBJECTIONABLE, MTA/NJ shall have the right to close the Exhibitor's booth/display and remove Exhibitor's property. The Exhibitor hereby waives any right to or claims for damages against MTA/NJ or any of its officers or agents, and shall hold MTA/NJ harmless and exempt from any such rights of claims. MTA/NJ also reserves the right to eject or bar persons and to close exhibits or parts of exhibits, which are in violation of any paragraph of this contract. This provision applies to displays, literature, advertising, novelties, souvenirs, Exhibitor's conduct, etc.
  16. **MATTERS NOT SPECIFICALLY ADDRESSED HEREIN:** Any and all matters or questions not specifically addressed or covered by the foregoing paragraphs shall be solely subject to the reasonable decision and discretion of MTA/NJ.