



6TH ANNUAL NANAIMO FLOATING BOAT & MARINE TRADE SHOW – JUNE 4-6, 2010
Application for Dock / Exhibitor Space

Company Name: _____ Phone: _____ or _____
Address _____ Fax: _____
City: _____ Prov/State: _____ Postal Code: _____
Company Website: _____ Company Email: _____
Exhibitor Representative: _____ Cell: _____ Email: _____
Who should we contact regarding show information, upgrades and reminders? _____
Phone: _____ or: _____

RATE INFORMATION - (PLEASE MAKE COPY FOR YOUR RECORDS)

IN WATER VESSELS and / or HARBOURSIDE WALKWAY BOOTHS:

- DOCK SPACE - IN WATER - \$5.90 PER FT -- Power per plug \$4.00 per day – 30 AMP
- BOOTH SPACE -ON HARBOURSIDE WALKWAY ABOVE BOAT BASIN - \$345. PER 10 FT X 10 FT
- BOOTH SPACE –Not for Profit -ON WALKSIDE WALKWAY - \$245. PER 10FT X 10 FT
- \$45. OFF PER BOOTH ON ADDITIONAL BOOTHS
- Power Required for Booth (Please check)

Total Dock Space required _____ ft @ \$ _____ = \$ _____
Total Dock Power (10, 20, 30 AMP) required _____ # of vessels @ \$ _____ = \$ _____
Total Booth Space required _____ @ \$ _____ = \$ _____
Plus 5% GST = \$ _____
TOTAL COST = \$ _____

PLEASE NOTE: Any exhibitor using additional space will be charged an additional per foot rate.

GST # R119320794

NOTE: Due to the layout of the floats and docks, special requests must be made in writing. We do everything we can to accommodate the requests (side ties, etc.). Not all special requests, however, can be accommodated. Exhibitor's overall display plans are given consideration as far as it is communicated to us and if it fits within the "best interest" of the show policy. Size of boats being brought to the show: certain large boats, especially those over 65 feet in length and / or drafting over 6 feet have space limitations where they can be safely placed in the show. The same rule is true of smaller boats. Consideration will be given how best to accommodate all requests so the exhibitor may put together the best display possible for his exhibit space. The owner shall ensure that there is sufficient water beneath the hull of the vessel at the moorage space to ensure the vessel is always afloat when allowing for a minus tide of 1 foot. The NPA will not be held liable for any damages due to the grounding or striking an underwater obstruction.

The terms, rules conditions and regulations set forth herein are binding on Nanaimo Floating Boat Show only after the application is executed by Nanaimo Port Authority and returned to the Exhibitor. Nanaimo Port Authority will not make any assignment of show space unless and until the Exhibitor delivers the required payment to Nanaimo Port Authority. Once the Port executes the application, the application becomes a binding contract between Nanaimo Port Authority and the Exhibitor and includes all the terms on both the face and reverse side of this application. The Exhibitor agrees to be bound by all such terms and conditions. By signing and submitting this form to Nanaimo Port Authority, the Exhibitor acknowledges, agrees and consents to receipt of notices from Nanaimo Port Authority and its affiliates by facsimile or electronically, using the contract information set forth on this form.

Your Name: _____ Signature: _____ Date: _____

David Mailloux, Marina Supervisor, Nanaimo Port Authority: _____ Date: _____

EMAIL: dmailloux@npa.ca ● Phone: 250-754-5053 ● Fax: 250-754-4186

To **Reserve** your space please **FAX** this completed application to 250-754-4186
Make cheques payable to Nanaimo Port Authority, PO Box 131, Nanaimo, BC V9R 5K4
Mastercard and Visa, Debit bank cards & cheques are accepted

SPACE WILL NOT BE GUARANTEED UNLESS PAYMENT IN FULL IS RECEIVED BY May 21, 2010

NPA NANAIMO HARBOUR FLOATING BOAT SHOW 2010 TERMS, RULES AND REGULATIONS

1. **Vessel move-in:** Move in schedules will be faxed and discussed with each exhibitor. If you have a boat change after sending in your contract, please call immediately to assure your layout placement.
2. **Late Arrivals:** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.
3. **Cancellation of Contract:** If this agreement is cancelled by an Exhibitor for any reason, or by the NPA because of Exhibitor's default or violation of the agreement, moneys paid to the NPA by the Exhibitor shall be retained as follows. If cancellation occurs on or after 14 days before the show opening, NPA shall retain the entire rental fee. The retained fees shall be liquidated for damages for the direct and indirect costs incurred by the NPA for organizing, setting up and loses and additional expenses caused by Exhibitor's withdrawal including re-letting of the space.

ALL CANCELLATIONS MUST BE IN WRITING.

4. **Space:** The space contracted for this is to be used only by the Exhibitor whose name appears on the contract and no portion can be sublet, combined or assigned without written approval of the NPA. Placement will be determined as soon as possible following the reservation deadlines. Written confirmation of the space assignment will be sent no later than 10 days before the opening of the show.
5. **Anchors, Lines and Fenders:** All vessels shall have adequate lines and fenders for all vessels shall be prepared to drop an anchor with chain, when and where deemed necessary by the NPA. Exhibitor agrees to secure boat lines at the direction of show staff.
6. **Liability:** The Exhibitor is entirely responsible for the areas rented by him/her and shall not injure, mar or deface premises. A \$50 clean-up fee will be charge, at the NPA discretion, to an exhibitor who fails to remove materials from their exhibition space at the time of move-out. The Exhibitor agrees to reimburse the NPA for any loss or damage occurring to the premises or equipment. All Exhibitors must have adequate insurance with a minimum of \$1 million for Personal Liability coverage.
7. **Insurance:** The NPA Boat Show shall not be responsible for a loss or damage to any property of the Exhibitor for any reason. Including theft, unless such loss or damage is causes solely by the gross negligence of the NPA Boat Show, or any of its employees. Exhibitor is required to follow and used all security arrangements made by the NPA Boat Show for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods the following insurance coverage. A) Worker's compensation and employers liability insurance covering its employees in the province which the show is being held in. In accordance with the statues rule and regulations promulgated by the provinces covering authorities. B) Comprehensive general liability insurance, including blanket contractual liability insurance naming NPA Boat Show as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming NPA Boat Show as an additional insured limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit. C) All-risk property covering all of Exhibitor's property brought into or used in connection with the show including move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (1) waiver if subrogation against NPA, it's members, officers, employees and agents and (2) limits of liability providing minimum coverage (with n o deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged. Certificates of insurance shall be furnished as soon as possible to NPA Boat Show if requested by show management prior to or following the show. The Exhibitor understands that NPA maintain insurance covering the Exhibitors property and it is the sole responsibility of the Exhibitor to obtain such insurance.
8. **Amendments:** The show management has pull power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle NPA Boats Show to terminate NPA Boat Show's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitors space. Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the show space. No failure by NPA Boat Show to enforce or any delay in the enforcement of any rights or power by NPA Boat Show shall impair any right, power or remedy that NPA Boat Show may have under this contract.
9. **Admissible Exhibits:** Exhibitor agrees to display only good quality new and used boats and marine related products. Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represent that it has full authority and all approvals necessary to display and sell products at this show. Show management reserves the right to determine the eligibility of any company or product for inclusion on the show. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to them, any merchandise other that specified in this application. Exhibitor agrees that show management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.
10. **Move Out:** No Exhibitor shall be permitted to move out before 6PM Sunday of the last day of the show, except with the advance written approval of the NPA. Exhibitors who move out early without permission or Exhibitors that are not prepared to move out at the designated move out time, agree to pay the NPA \$600.00 for liquidated damages. Move out shall proceed in an orderly, safe manner as directed by NPA.
11. **Subleasing:** Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards or other signs anywhere in the show.

Thank you for your participation and support.

Please call David Mailloux, Boat Show Manager for more information. Phone: 250-754-5053 Fax: 250-754-4186

Email: dmailloux@npa.ca