

MID-AMERICA BOAT SHOW

Bartle Hall Convention Center
301 W. 13th Street, Kansas City, MO
February 19-22, 2009

Exhibit Application/Contract

DO NOT WRITE IN THIS SPACE

Space Assigned: _____

Size: _____

Deposit Rec'd: _____

Please **print** or **type** the following information to apply for an exhibit space at the Show. Indicate your three exhibit space selections in the order of preference. A twenty-five percent (25%) deposit of the total cost of exhibit space is due with returned, signed contract; a second 25% payment is due by September 1, 2008, with total payment due on January 1, 2009. By signing and submitting this application form, the applicant agrees to abide by all the rules and regulations which are issued in conjunction with this application form, and which Exhibitor hereby acknowledges receiving. **Complete all three sections below (in boxes).** Any information you supply can be printed in information promoting the Show, including your email and website.

1. Complete contact information

Company Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Contact Person: _____

Email Address: _____ Website: _____

Boat dealers, please list models and manufacturers of the units you intend to display/sell on Addendum "A." Non-boat dealers, please list products or services you plan to exhibit or sell. Items listed here are the only items/services you will be permitted to sell/display/exhibit.

2. Select space

Selection of space(s): 1st space choice # _____ 2nd space choice # _____ 3rd space choice # _____

Total cost for exhibit space: \$ _____

Twenty-five percent (25%) deposit due with returned Contract: \$ _____

Twenty-five percent (25%) due September 1, 2008: \$ _____

Balance (remaining 50%), due on January 15, 2009: \$ _____

3. Sign & submit

EXHIBITOR

I agree to abide by Show rules and regulations and Addendum "A," which are issued in conjunction with this application.

(Print Name)

(Signature)

(Date)

Approval by the MID-AMERICA BOAT SHOW

(Print Name)

(Signature)

(Date)

Please make all checks payable to Pat Riha Productions. Send check and this contract (both copies)

to: Pat Riha Productions • PO Box 32188 • Kansas City, MO 64171-2188

(816) 931-4686 • www.mid-america-boatshow.com

Rules and Regulations for the Mid-America Boat Show

1. **RIGHTS.** The rights and privileges granted by Affinity Events ("AGI") and Pat Riha Productions ("PRP") in this contract are only those stated herein, no part of which shall be sublet or assigned. Solicitations of Mid-America Boat Show patrons by Exhibitor or agents of Exhibitor deemed objectionable by AGI and/or PRP may be removed, without liability for damage.

2. **ACTIVITIES.** Obstructing of visitors passageways, use of public address systems, recorders, gongs, bells or any other objectionable device or method of attracting attention shall not be permitted. AGI and PRP shall be the sole authorities as to what is objectionable and all such decisions shall be final.

3. **STRUCTURES.** Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of AGI and PRP, public health agencies and all City, County, State and Federal laws, rules and regulations.

4. **FUNCTION.** It is understood that AGI and PRP are merely performing the function of obtaining a location for and promoting the Show. Neither AGI or PRP, nor any of their agents or employees have made any representations to the Exhibitor beyond those specifically contained in this Agreement, its Addendums or policies. All activities carried on by the Exhibitor or any other party present at the request of the Exhibitor, during the course of the Show, which are not otherwise restricted by this Agreement, shall be the sole responsibility of the Exhibitor.

5. **LIABILITY DISCLAIMER AND INDEMNIFICATION COVENANTS.** AGI and PRP hereby disclaim any and all liability to Exhibitor for damage of any kind allegedly sustained by Exhibitor as the direct or proximate consequence of any negligent act or omission on the part of the AGI and PRP. AGI, PRP and Exhibitor agree that this disclaimer of liability for negligence shall not be construed as releasing and discharging AGI and PRP from liability or damage of any kind attributable to a willful, wanton or malicious act of AGI and PRP intentionally and knowingly perpetrated or omitted with complete indifference to or conscious disregard for the safety, rights or interests of Exhibitor.

Exhibitor agrees to indemnify and hold harmless AGI and PRP, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Exhibitor, its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Exhibitor, its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of AGI and PRP, their agents, servants or employees exclusively caused or contributed to such injury or damage.

6. **FORCE MAJEURE.** Neither AGI, PRP nor the Exhibitor shall be deemed in violation of this Agreement if they are prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material,

acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any circumstances for which it is not responsible or which are not within its control. In the event that any such circumstance causes the Show to be canceled, the Exhibitor shall waive any claims for damages, compensation, expenses or fees paid to AGI or PRP.

7. **ASSIGNMENT.** Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted, nor permit any other party to exhibit therein any goods, or advertising matter other than those manufactured, distributed or sold by the Exhibitor in the regular course of his business, nor permit any representative of any firm or company not exhibiting to solicit business or take orders in this space.

8. **DISPUTES.** AGI and PRP shall be the final arbiters of disputes between Exhibitors and/or concessionaires.

9. **SECURITY PERSONNEL** will be on duty 24 hours a day. However, neither the sponsors, the employees thereof, nor any employees of AGI or PRP will be responsible for injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract, and the exhibitor on signing this contract expressly releases AGI and PRP and their employees from, and agrees to indemnify same against any and all claims for such loss, damages or injury.

10. **INTERPRETATION.** AGI and PRP shall have full power to interpret or amend these rules. AGI and PRP reserve the right to make such rulings as may appear to be in the best interest of the Show, and the Exhibitor agrees to abide by such rulings.

11. **DISPLAY SPACE.** Display space is the floor area designated by AGI and PRP for an exhibit. Curtains are provided to delineate the exhibit area between adjoining spaces. An ID sign will be provided to each exhibitor. All exhibitor provided displays must be of *finished* materials and must comply with municipal building and fire codes. Exhibits in spaces 10' in depth or smaller must not extend more than 4' from the back at a height of over 3'. Exhibit signage may not extend more than 8' in height, without permission of AGI and PRP.

12. **CARE OF EXHIBIT SPACE.** Exhibitors must keep exhibit space clean and in good order. Exhibit spaces must be manned during show hours by at least one person. Trash may be placed in the aisles for pickup at the close of the show each evening.

13. **COMBUSTIBLE MATERIALS AND FIRE REGULATIONS.** All decorations must be flame-proofed to the satisfaction of the Fire Department. No combustible oils or gases can be used as part of an exhibit. All vehicle/boat batteries must be disconnected and gas caps locked or taped closed.

14. **UNOCCUPIED SPACE.** If an Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of this agreement, AGI and PRP have the right to use such space in any

manner without releasing the Exhibitor from paying the sum agreed upon in this contract.

15. **SERVICES.** Exhibitors can rent tables and chairs and purchase a number of Show services such as electricity, carpentry, decorating, signs, cartage, uncrating, erecting, dismantling or recrating through the Official Show Decorator. Exhibitors will be billed directly for these services by the Show Decorator.

16. **SHIPPING AND STORAGE.** The Show Decorator can receive and store materials, deliver items to exhibit spaces, pick up and store empty crates and return items to exhibitors for repacking. Contact the Show Decorator for rates and further information.

17. **ASSIGNMENT OF EXHIBITION SPACE.** Space will be assigned with due consideration to exhibitor's preference based upon the date of receipt of application along with payment required for deposit.

18. **MOVE-IN OF EXHIBITS.** Exhibitors may move-in exhibits on 2/16-18/09. Exact move-in dates and times to be scheduled thirty days prior to Show.

19. **REMOVAL OF EXHIBITS.** Nothing will be allowed to leave the exhibit hall before 5PM on Sunday, the last day of the show. All exhibits must be removed by Noon on Monday, 2/23/09, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed by the Official Show Decorator at the prevailing rates and charged to the Exhibitor.

20. **PAYMENT FOR SPACE.** A 25% deposit is required at time of booth reservation. Another 25% payment is due September 1, 2008. The final 50% is due no later than January 15, 2009. Checks should be made payable to Pat Riha Productions. AGI and PRP shall have and hereby are given a lien on all property on exhibit at the Show at any given time by the Exhibitor to secure the payment of all sums due by the Exhibitor under the terms of this contract (includes expenses associated with collecting said sums). Such lien may be enforced by and at the exclusive discretion of AGI and PRP for the non-payment of any sum due. AGI and PRP hereby being granted the right to retain such property and to sell the same at public or private sale after 24 hours notice in writing of the time and place of sale given by certified mail to the Exhibitor at the address of Exhibitor shown on the contract. AGI and PRP may be purchasers of such property at such sale.

21. **CANCELLATION.** In the event of cancellation by an Exhibitor, an assessment to cover services performed and other damage relating to the cancellation shall be as follows: After initial assignment of space, the cancellation fee will be equal to 50% of the total exhibit space cost for cancellations prior to November 1; 75% of the total exhibit space cost for cancellations prior to January 1; 100% of the total exhibit space cost for cancellations after January 1, 2009.

22. **JURISDICTION.** All actions upon this contract shall be brought in Jackson County Missouri and the laws of the State of Missouri shall govern the interpretation and application of the terms herein.