

GREAT LAKES BOATING FESTIVAL
 Grosse Pointe Yacht Club, Grosse Pointe Shores, Michigan
 May 17-19, 2019

Application and Contract for Exhibit Space

Please complete this contract and return it with a required deposit check made payable to:

Grosse Pointe Youth Nautical Education Foundation or (GPYNEF)
 788 Lakeshore Drive, Grosse Pointe Shores, MI 48236
 Phone 313 884 2500

A copy of the completed contract will be returned for your records after processing.

Please Print

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Exhibit Representative: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

The undersigned Exhibitor certifies that the printed matter on both the front and back of the application & Contract for Exhibit space constitutes the entire agreement between the parties and has been read and that the terms and condition set forth herein are fully understood and shall constitute a binding contract when this instrument is signed by both parties.

1. **Accessory Booth(s)** — 10x10 tent space to include table and electrical hook up.
 The cost for each Booth is \$500.00. Total Booth _____
2. **Dry Land Space** – This will constitute open space with out a tent. Minimum space is 10x10 @ \$4.00/sq Ft
Total space Required _____
3. **In Water Display**
 - a. Display fee for the First boat will allow a vendor to display a single boat of any size in a well in the primary display area \$ 750.00 _____
 - b. Additional boats
 - i. Boat size Less than 30 ft @ \$150 ea — Qty _____ \$ _____
 - ii. Boat Sizes 30 ft and UP @\$300 ea — Qty _____ \$ _____
 - iii. Total Cost for item 3 In Water Draft \$ _____
4. **Dry Lanon trailers.** If no in the water display, then the initial fee for Display fee will be \$300 for first boat and \$150 for each additional boat on display on a trailer. IF the vendor has both trailer boats and in the water boats, Item 3 above will Display Fee \$ _____
 apply. Additional Trailer boats @ Qty _____ \$ _____
 \$150 ea

50% Deposit due with Application
50% Balance Due May 1, 2019

Information & Questions
 Jim Morrow @313 510 4058 jjmorrow4@comcast.net
 Alex Turner @ 313 640 7000 / aturner@gpyc.org

(FOR SHOW OFFICE CONFIRMATION)

Accepted by Show Management _____ Date _____

Total Cost _____ Deposit Received _____ Space requested & comment _____

RULES AND REGULATION

Show Management – The Great Lakes Boating Festival is produced and managed by the Yachtsmen's Committee of the Grosse Pointe Yacht Club. All decisions regarding space assignment, nature and style of exhibits, floor Management, hours and interpretation of rules and regulations shall be made by the GPYC. For the purpose of this agreement, the term "Show Management" shall mean the GPYC Yachtsmen's Committee.

Character of Exhibits – Only products and services directly related to recreational boating, including fishing, are eligible for display. Tents supplied for booth exhibits are provided and placed by the Club. Space allocated should not interfere with adjacent exhibits.

Indemnification – Exhibitor agrees to indemnify, defend and save harmless GPYC, and the Great Lakes Boating Festival, its agencies and their respective managers, officers, sponsors, employees, agents, successors, and assigns from any suit, claim, damages, demands, expenses, judgments and liabilities including reasonable attorney's fees, for personal injury or property damage or for loss of use of property by whomsoever sustained on or about the Exhibitor's display or exhibition space or arising in any manner out of the Exhibitor's participation in the show. Furthermore, Exhibitor agrees to indemnify, defend and save harmless, GPYC and the Great Lakes Boating Festival, its agencies, and their respective managers, officers, sponsors, employees, agents, successors and assigns from any loss or damage including reasonable attorney's fees to Exhibitor's property utilized in connection with Exhibitor's participation in the show and the utilization of any staging area.

Boating Demonstrations – Exhibitor, at its own risk, may invite customers and guests onto any watercraft controlled by Exhibitor and exhibited in the show.

Insurance – Exhibitor is responsible for furnishing a proper certificate of insurance with liability, fire, theft and damage coverage on exhibits while at the show. Proof of such coverage may be requested by Show Management and in a form acceptable to Show Management. Exhibitor must arrange said coverage with their insurance carrier and at their expense.

Subleasing – Exhibitors may not sublease, assign or apportion their space. Not more than one firm may exhibit in a single space without written permission of Show Management.

Sale of Merchandise – The sale of goods for delivery at the show under a "cash and carry" program will be permitted subject to applicable show regulations. Boats and other large items are not included in this program.

Exhibitor's Information – All Exhibitors whose application of space has been approved and deposits received will be provided an Exhibitor's kit containing complete information on set up, services, hotels, credentials and additional show policies and regulations.

Kick-off Party – All exhibitors are invited to attend and bring customers to the kick-off party on Friday evening, May 21st. Ticket information, costs, and details are included in the Exhibitor Information Kit.

Acts of God – In case the show shall not be held due to acts of God, circumstances beyond the GPYC's control or any other reason whatsoever, then these lease for space to the Exhibitor shall be terminated. In such case the limit of claim for damage and/or compensation by the Exhibitor shall be returned to the Exhibitor of all payments made by the Exhibitor after deduction there from a pro-rata share of any expense incurred on behalf of said Exhibitor and the show.

Amendments – GPYC and the Yachtsmen's Committee shall have full power in the interpretation and enforcement of all rules and regulations and the power to make such amendments thereto and such further regulations as considered necessary for the proper conduct of the show.

Payment and Allotment of Space – (1) The Show Management reserves the right upon reasonable advance notice to change the location of an Exhibitor's booth. (2) It is explicitly agreed by the Exhibitor that if he cancels his contract all payments for space charges will be retained as liquidated damages. (3) If an Exhibitor fails to install his product in his assigned exhibit space within the time limit set for opening exhibits or fails to pay the space payments at times specified, or fails to comply with any other provisions concerning his use of exhibit space, the Show Management shall have the right to take possession of said space and lease same to such parties and upon such terms and conditions as it may deem proper. In the event that it is found possible to lease said space, the Show Management reserves the right to utilize the said space in any manner deemed expedient in which case liquidated damages for the defaulting Exhibitor shall be deemed to be the rental price of the space.

Exhibitor Use of Music/Indemnification – Exhibitor agrees that it shall not perform, not have performed for it or on its behalf, either live or by mechanical means of playing by radio, television, VCR, DVD, or any other means any copyrighted musical composition at the show, unless Exhibitor shall first have obtained authorization from the owner of the copyrights of all audio and video material to be performed, or from an agent of the owner legally authorized to grant permission or license for the public performance of the copyrighted audio and video material. Exhibitor shall indemnify, defend and hold harmless, GPYC and its officers, directors, agents and employees from and against any and all actions, claims, liabilities, damages, or expense, including judgments, interest and attorney's fees which GPYC may, at any time, or from time to time subsequent to the date of the agreement, sustain or incur or become subject to relating to Exhibitor's breach of any of its warranties and representations contained herein or the performance or other use of any copyrighted audio and music material at the show or from inviting any customer or guest onto watercraft for any purpose whatsoever.



Grosse Pointe Yacht Club

788 Lake Shore Road
Grosse Pointe Shores, MI 48236
(313) 884-2500 • www.gpyc.org