

# VENDOR CONTRACT

## Produced By:



## MAIL, FAX OR EMAIL CONTRACT:

50 Water Street

Warren, RI 02885

Fax:

401-633-6522

Email:

rgclark@cox.net

## Questions:

Please contact

**Ray Clark**

IMBC Sales Director

Phone: 401-247-4922

## Show Dates & Hours

Move In:

1/27/16: 8:00 am – 4:00 pm

Show:

1/27/16: 6:00 pm – 8:00 pm

1/28/16: 10:30 am – 5:30 pm

1/29/16: 9:30 am – 1:30 pm

Move Out:

1/29/16: 1:30 pm – 5:00 pm

## For General

## Conference Inquiries

Contact IMBC:

Phone: 401-682-7334

Email:

imbc@marinaassociation.org

IMBC advises you keep a copy of this contract (including the terms and conditions on the next page) for your records.



**INTERNATIONAL MARINA & BOATYARD CONFERENCE**  
January 27–29, 2016  
Broward County Convention Center • Ft. Lauderdale, FL

## COMPANY INFORMATION

Company Name (exactly how you'd like it to appear): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Products/Services you will exhibit: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT SPACE REQUESTED - (price includes pipe and drape only)

Please enter your top three choices for specific booth space in descending order (refer to floor plan): 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

We prefer to / not to (circle one) exhibit near the following company(ies): \_\_\_\_\_

(Every attempt will be made to satisfy your request however preference does not confirm requests can be satisfied.)

### Quantity

\_\_\_\_\_ Premium Booth Space (10x10) AMI Member: \$2,725 \$ \_\_\_\_\_

Non-Member: \$3,355 \$ \_\_\_\_\_

\_\_\_\_\_ 1<sup>st</sup> Tier Booth Space (10x10) AMI Member: \$2,305 \$ \_\_\_\_\_

Non-Member: \$2,935 \$ \_\_\_\_\_

\_\_\_\_\_ Take-One Brochure Exhibit AMI Member: \$250 \$ \_\_\_\_\_

Non-Member: \$350 \$ \_\_\_\_\_

## NEW PRODUCT DEMO: \$750 (must be an exhibitor)

\$ \_\_\_\_\_

## RENEW MEMBERSHIP OR JOIN AMI: \$550 (member rates above based on 2015–16 membership year)

\$ \_\_\_\_\_

## SPONSORSHIP (Refer to page)

\$ \_\_\_\_\_

Session Break ☐ \$1,250.

Breakout Seminar ☐ \$1,500.

Hydration Stations and Cups ☐ \$2,000.

General Seminar ☐ \$2,500.

Luncheon ☐ \$2,500.

Exhibit Hall Reception ☐ \$2,500.

Cell Phone Dry Pouch ☐ \$2,750.

Keynote Address ☐ \$3,000

Casino Night ☐ \$3,000.

Travel Coffee Mug ☐ \$4,750.

Name Badge Pouch ☐ \$5,000.

Business Center ☐ \$5,000.

Conference Bags ☐ \$5,000.

USBs ☐ \$7,500.

## ADVERTISING (rates for final conference program/directory)

\$ \_\_\_\_\_

Back Cover ☐ \$1,050.

Inside Front Cover ☐ \$1,050.

Inside Back Cover ☐ \$1,050.

Full-Page (final program only) ☐ \$750.

1/2-Page Horizontal ☐ \$475.

1/2-Page Vertical ☐ \$475.

1/4-Page Ad Square ☐ \$375.

## TOTAL

\$ \_\_\_\_\_

## PAYMENT INFORMATION (Visa, MC, AmEx, and Discover cards accepted. Make checks payable to the Association of Marina Industries)

Card Number: \_\_\_\_\_ CVV #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

I fully understand that this form (including the terms and conditions on the next page) shall become a binding contract upon mutual acceptance of the execution of this contract. This contract is subject to the terms, conditions, rules, and regulations set forth herein and on the reverse side, and as set forth in the exhibitor manual.

Applicant's Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Authorized Signature: \_\_\_\_\_

AMI Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment is due within 30 days of receipt of invoice. The terms and conditions set forth herein are binding on AMI only after the application is executed by AMI and returned to the Exhibitor. AMI will not make any assignment of show space unless and until the Exhibitor delivers payment in full to AMI. AMI's acceptance of payment is not to be construed as its acceptance of the application. AMI will return the payment to the Exhibitor (without interest) promptly after AMI determines that it will not accept the application. Once AMI executes the application, the application becomes a binding contract between AMI 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. This contract covers pipe and draping only for your booth. Once the contract is executed, Freeman Exhibit Services, IMBC's official show exhibition service company, will contact the Exhibitor with information about other materials available for booth setup.

# IMBC TERMS AND CONDITIONS

**ACTS OF GOD:** The Association of Marina Industries (AMI) shall have no liability whatsoever for any matter or thing resulting from strikes, lock-outs, fire, acts of terrorism or war, weather, or other acts of God.

**ADMISSIBLE EXHIBITS:** *a)* AMI reserves the right to determine the eligibility of any company, product, or exhibit for inclusion in the show. *b)* Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show. *c)* Exhibitor agrees that the show manager may remove any exhibits that it determines are of a disruptive, objectionable, or inappropriate nature.

**ATTENDEE LISTING:** All International Marina & Boatyard Conference (IMBC) participants will receive a complimentary attendee listing in PDF format. Exhibiting companies who are also supplier members of AMI will receive this list in Excel format. For the protection of all attendees, all participants are prohibited from sharing this list with anyone who did not attend IMBC the year the list was given out.

**BOOTH RATES AND PAYMENTS:** *a)* Rates on the vendor contract must be honored & paid once a contract is signed regardless of attendance. Payments are due with contract or upon receipt of an invoice. *b)* Member rates for space is based on the membership year that the show will take place during. The AMI membership year runs from April 1 to March 31. Member rates for IMBC 2015 are based on the 2014-15 membership year. You must renew your membership on April 1, 2014, or join AMI during 2014 to receive member exhibition rates.

**CANCELLATION POLICY:** *a)* Exhibitor may cancel his or her reserved space assignment by written notice to AMI, effective upon AMI's receipt of such written notice. In the event of an exhibitor cancellation, IMBC will not refund payments agreed upon in the contract unless cancellation is due to a family emergency or weather restrictions. Booth payment is owed once a contract is signed regardless of cancellation. If exhibitor fails to make payments due hereunder on the date or dates specified, then AMI may cancel this agreement or change exhibitor's space assignment, at AMI's sole discretion & without further notice. AMI may close an exhibit and cancel this agreement at any time for failure of exhibitor or any of its officers, agents, employees, or other representatives to perform, observe, or comply with any term or condition set forth herein or stipulated in the exhibitor contract. In such event, AMI may immediately remove exhibitor's display at the exhibitor's sole expense if exhibitor fails to do so, and AMI may resell the space to others. If a reserved space assignment is canceled, voluntarily or involuntarily, for any reason, or if exhibitor for any reason shall be unable to exhibit at the show, exhibitor shall not be entitled to a refund of any portion. *b)* For all exhibitors requesting a space reduction, AMI reserves the right to relocate the exhibit or reconfigure it as determined by AMI.

**CIRCULATION AND SOLICITATION:** Distribution of circulars or promotional material may be made only within the booth area assigned to the exhibitor presenting such material.

**COPYRIGHTS:** Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, exhibitor's or exhibitor's agents' or employees' incorporation or use during the event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless AMI & its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use. Any photos taken at IMBC or by the show's photographer are owned by show management. Exhibitor agrees to give IMBC credit when using any photos from the event.

**DISPLAY REGULATIONS:** *a)* All displays & exhibits must be within the confines of the booth area agreed upon & signed for in this contract. To guarantee sight lines for all exhibitors, booth exhibits and displays must not exceed 4.5 feet in height unless displays are placed in the back 5 feet of the booth, in which case they must not exceed 8 feet in height. Tripod easels with signs no larger than 22x28 are allowed in the front 5 feet of the booth. The exhibitor shall design and maintain the exhibit in conformity with the general theme of the show & shall keep exhibit presentable at all times. Exhibitor shall arrange its exhibit so as not to obscure or prejudice adjacent exhibits. *b)* The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Any photos, products, or other materials that could be found objectionable by the general public may not be openly displayed in exhibit booths. Exhibitors are prohibited from taking any type of photograph or videotape of the exhibition without the consent of management. Unauthorized use of photography equipment or videotape equipment is subject to confiscation by management. *c)* The rules & regulations publicized and in effect from time to time governing use & occupancy of the exhibit facility are incorporated by this reference herein for all purposes. Without limiting the foregoing, it is understood that the exhibitor shall neither injure nor mar, nor in any manner deface the premises. Exhibitor will not be permitted to drive nails, hooks, tacks, or screws into any part of the building, or put up decorations or adhesive that would deface the premises. Also, no signs may be placed on any structure of the building. *d)* Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but management shall have no responsibility for any discrepancies or errors. *e)* Facility lighting may not illuminate all areas evenly and effectively, & Management assumes no responsibility for providing additional lighting. If available, exhibitor may order additional lighting at its expense through the exhibitor manual provided to all exhibiting companies in November. *f)* The aisles, passageways, space behind exhibit booths, & overhead spaces remain strictly under the control of show management; & no signs, decorations, banners, advertising materials, products, trash, or other special exhibits will be permitted outside the confines of exhibitor's booth except by special written permission of show management. Uniform attendants, models, & other employees must remain within the booths occupied by their employers. Any & all advertising distribution must be made from exhibitor's booth space.

**EXHIBITOR LOGISTICS:** *a)* Detailed information, in the form of an Exhibitor Manual, will be emailed to exhibitors who are current according to the stated payment schedule. The manual will contain information regarding shipment, labor, electrical services, rental items, etc. Service order forms for all available services also will be included. *b)* All exhibitors will be listed in the official show directory/final conference program. It is the exhibitor's responsibility to meet all deadlines related to payments & the directory.

**FIRE AND SAFETY LAWS:** Federal, state, & city laws must be strictly observed. No exhibitor shall use any flammable decorations or coverings; & all fabrics or other material used for decoration or covering of tables or risers shall be flameproof. No decorations of pine boughs, leafy decorations, or tree branches are allowed. Storage of flammable materials in exhibitor's booth or behind the exhibitor truck wall is strictly forbidden. Exhibitor will be responsible to abide by city fire & safety codes that may be in effect. Smoking is prohibited. Aisle & fire exits cannot be blocked by exhibits.

**INDEMNIFICATION:** Exhibitor, without regard to assignment, lease, sublease, or dealer occupancy shall indemnify, hold harmless, defend, & reimburse the 2016 IMBC, the Broward County Convention Center, AMI, & their managers, Board of Directors, officers, agents, and employees from all losses, claims, liability, damage, actions, judgments recovered from or assessed against exhibitor or above named indemnitee, plus expenses

(including, without limitation, attorney's fees and expenses): *i)* from the breach of any representation or covenant set forth herein; *ii)* for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to property arising in any way in connection with the use & enjoyment by the exhibitor, or any other person or entity, with the permission, express or implied, of exhibitor of the space, equipment or the show space or hall; *iii)* arising from the use of equipment, devices furnished to or used by the exhibitor, or other persons in connection with the show, or the use of the space. Such indemnification shall not be effective if damage or injury results solely from the gross negligence or willful misconduct of the show sponsor, AMI or any of its employees. Exhibitor assumes responsibility and agrees to indemnify and defend AMI and Broward County Convention Center and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

**INSURANCE:** *a)* AMI shall not be responsible for any loss of or damage to any property of the exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of AMI or any of its employees. Exhibitor is required to follow & use all of the security arrangements made by AMI for property & 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: *i)* Worker's compensation & employer's liability insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules & regulations promulgated by that state's governing authorities. *ii)* Comprehensive general liability insurance, including blanket contractual liability insurance naming AMI as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury & property damage or commercial general liability insurance naming AMI as an additional insured with 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. *iii)* All-risk property insurance covering all of exhibitor's property brought into or used in connection with the show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes: *(A)* a waiver of subrogation against AMI, its members, officers, employees & agents, & *(B)* limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged. *b)* Certificates of insurance shall be furnished as soon as possible to AMI if requested by the show manager prior to or following the show. *c)* The exhibitor understands that neither AMI nor the Broward County Convention Center maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

**LABOR:** Exhibitor hereby agrees to use qualified & approved labor at all times while in the facility, & to abide by all agreements made between the facility, the Unions (if applicable), and management.

**LATE ARRIVALS:** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by the show manager or, if no alternative is available, may be required to forfeit their show participation rights.

**PAYMENT FOR SPACE:** *a)* Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with AMI must also be current). *b)* AMI members must be in good standing at the dues payment deadline date. *d)* Exhibitors who fail to make space payments in accordance with the terms on this page are subject to cancellation without credit or refund.

**SALE OF MERCHANDISE:** Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

**SHOW LOCATION:** If for any reason, management determines that the location of the show should be changed, or the dates of the show should be changed, no refund will be due to exhibitors; but management shall assign to the exhibitor, in lieu of the original exhibit space, such other space as management deems appropriate; and exhibitor agrees to use such space under the terms of this agreement. Management shall not be financially liable or otherwise obligated in the event the show is postponed or relocated.

**STAFFING OF EXHIBITS:** *a)* Exhibits must be staffed during all show hours. *b)* Exhibit removal prior to the final day's close of the show is strictly forbidden. *c)* Exhibitors that do not comply with these regulations will not be offered the discounted pre-registration rate for the following year's show.

**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 will not be allowed to place stickers, placards, or other signs anywhere in the show.

**TAXES AND LICENSES:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to its activity at the exhibition. Exhibitor shall be responsible for obtaining tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection with its activities at the exhibition.

**AMENDMENTS:** *a)* The show manager has full power in the interpretation and enforcement of all terms, rules & regulations & full power to establish other rules and regulations considered necessary for the proper conduct of the show. *b)* Exhibitor agrees to comply with such terms, rules, & regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle AMI to terminate AMI's obligations under this contract and remove exhibitor from the show or shut down or darken exhibitor's space. *c)* Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space. *d)* No failure by AMI to enforce or any delay in the enforcement of any rights or power by AMI shall impair any right, power or remedy that AMI may have under this contract.

**SPONSORS:** *a)* IMBC will provide all sponsors with signage & recognition for the event or item they have sponsored. Sponsoring companies are prohibited from displaying or handing out materials to attendees during their sponsored events or at any time during the event. This is in effect at all IMBC venues. *b)* IMBC sponsors are offered the opportunity to stuff a written brochure or flyer into the conference bags given to each attendee. *c)* All IMBC sponsors receive a complimentary half page ad in IMBC's final conference program. Sponsors are responsible for creating their own ad and graphics, & for meeting all deadlines and graphic requirements. If deadlines are not met, IMBC does not guarantee inclusion.

**ADVERTISERS:** IMBC advertisers are responsible for creating their own ad & graphics, & for meeting all deadlines and graphic requirements. If deadlines are not met, IMBC does not guarantee inclusion. Content of ads must be professional & appropriate to show management & the general public.

**TAKE-ONE BROCHURE EXHIBITORS:** The Take-One Brochure Exhibit area is for paid Take-One Brochure exhibitors only. A minimum of 350 pieces and a maximum of 500 written pieces will be accepted by IMBC Staff. Take-One Brochure exhibitors do not have privileges other than the display and distribution of their written materials in that exhibit. Those who do not engage in a regular booth are not permitted to detail, canvass, or solicit. Take-One Brochure exhibitors may not congregate in the display area. IMBC staff will display and replenish materials in this area. If a Take-One Brochure exhibitor violates these limited privileges, the exhibitor's display will be canceled without refund. Brochure exhibitors who send an excess amount (above 500 pieces) will be charged another \$250 for additional materials. Unused materials will NOT be returned. **RVD: March 2014**