

63rd Annual Seattle Boat Show

Qwest Field Event Center - January 29 - February 6, 2010

www.exhibitor.seattleboatshow.com

Company _____ Cell Phone _____
Contact _____ Business Phone _____
Address _____ Business Fax _____
City/ST/Zip _____ *WA State UBI # _____ **REQUIRED**
**Email _____
*Required to exhibit ** E-mail address will receive weekly boat show updates.

APPLICATION & CONTRACT FOR EXHIBIT SPACE

ON-TIME MEMBER RATE
On or Before August 31, 2009

Application Fee: \$265.00
Price Per Square Foot: \$6.45
Square Feet Requested: _____
Estimated Amount Due:
\$6.45 x _____ + \$265 = _____
square feet requested estimated amount due

Applications
postmarked between
September 1-10, 2009
will be charged a 25%
late fee on final
invoice

LATE MEMBER RATE
After September 10, 2009

Application Fee: \$365.00
Price Per Square Foot: \$8.20
Square Feet Requested: _____
Estimated Amount Due:
\$8.20 x _____ + \$365 = _____
square feet requested estimated amount due

1. See bottom of page 2 for your guaranteed Total Space Allocation
2. Seventy-five cents (\$0.75) of every square foot rented will go to the NMTA Grow Boating Fund.
3. The application fee is separate and in addition to your NMTA Membership Dues
4. Minimum billing for accessory display is \$910 (100 sq. ft.) for on time applications and \$1,185 for late applications

Estimated Amount Due (from above) \$ _____
Seattle 10-Day Temporary Business License* \$ 50.00
*Seattle Temporary Business License is required for all exhibitors unless exhibitor has a City of Seattle Customer Number.
Our City of Seattle Customer Number is _____ (not Wash. State UBI number)
Please do not bill for a Seattle Temporary Business License. **TOTAL \$** _____
50% DEPOSIT or more of estimated amount due must accompany application. **DEPOSIT \$** _____

- Application and deposit due: August 31, 2009
- Space allocation will not be made without proper deposit and signed contract.
- Where actual space assigned exceeds the amount requested, applicant agrees to pay for said assigned space at prevailing rates.

Applicant has read and agrees to be bound by the terms of this Application and Contract. A fifty percent (50%) DEPOSIT (see #2, page 4) must accompany signed APPLICATION and CONTRACT FOR EXHIBIT SPACE and must be received by dates listed.

Print Name _____

Title _____

Exhibitor Authorized Signature _____

Date _____

Make checks payable to **Northwest Marine Trade Association**

50% Deposit Due: August 31, 2009

Final Payment Due: November 20, 2009

Circle Payment Method: Check Mastercard Visa

Credit Card #: _____ Exp. Date: _____ Card Holder's Name: _____

Any applications received after November 20, 2009 must be accompanied by 100% payment. Exhibitors with outstanding payments due before show opening will not be permitted to move into the show. Mail in advance to ensure compliance with deadline dates!

SEATTLE BOAT SHOW LISTING FOR SHOW PROGRAM & WEBSITE

PUBLICITY INFORMATION

Check here if you will introduce a new product for 2010. Please provide name and brief description of the product(s):

ACCESSORY AND BOAT DISPLAY INFORMATION FOR SHOW PROGRAM, WEBSITE & KIOSK

IMPORTANT! This information is for Exhibitor Listings in the Boat Show Program, online at www.seattleboatshow.com, Kiosk and press information. SELECT THE TOP THREE (3) CATEGORIES you will be displaying at the Seattle Boat Show. If you select more than three, show management will modify your selections. If you exhibited last year the selections you made are shown.

- | | | |
|--|--|--|
| <input type="checkbox"/> Boats: Brokerage
<input type="checkbox"/> Boats: Inflatables & Dinghies
<input type="checkbox"/> Boats: Personal Watercraft
<input type="checkbox"/> Boats: Power
<input type="checkbox"/> Boats: Rowing, Canoes, Kayaks
<input type="checkbox"/> Boats: Sail
<input type="checkbox"/> Boats: Wood
<input type="checkbox"/> Boatyards, Marine Repair & Service
<input type="checkbox"/> Books, Videos, Publications & Media
<input type="checkbox"/> Cabin & Galley Equipment
<input type="checkbox"/> Chandlery & Marine Supply Store
<input type="checkbox"/> Charter & Yacht Lease
<input type="checkbox"/> Cleaners & Adhesives | <input type="checkbox"/> Clothing, Outerwear & Footwear
<input type="checkbox"/> Computers and Software
<input type="checkbox"/> Docks, Davits, Floats, Lifts, Anchoring
<input type="checkbox"/> Electrical, Generators & Batteries
<input type="checkbox"/> Electronics & Communications
<input type="checkbox"/> Engine Controls & Accessories
<input type="checkbox"/> Engines: Outboard & Inboards
<input type="checkbox"/> Finance & Insurance
<input type="checkbox"/> Fishing Equipment & Accessories
<input type="checkbox"/> Gifts, Jewelry, Art and Nautical Goods
<input type="checkbox"/> Instruction and Education
<input type="checkbox"/> Marinas and Resorts | <input type="checkbox"/> Marine Hardware
<input type="checkbox"/> Marine Properties
<input type="checkbox"/> Navigational, Charting Aids & Instruments
<input type="checkbox"/> Paints & Finishes
<input type="checkbox"/> Plumbing & HVAC
<input type="checkbox"/> Propellers
<input type="checkbox"/> Safety Equipment & Services
<input type="checkbox"/> Sails and Sail Handling Equipment
<input type="checkbox"/> Seats, Canvas & Graphics
<input type="checkbox"/> Surveyors, Vessel Title, Legal
<input type="checkbox"/> Trailers
<input type="checkbox"/> Watersports & Scuba Equipment |
|--|--|--|

LOCATION TYPE & REQUESTS

Our company would like to display in the: Accessory Display Area Boat Display Area

Important

Members requesting space in the Boat Display area must be a boat dealer and provide a copy of your state vessel dealer license or be a boat manufacturer and provide a copy of a current MSO document with a valid manufacturer's ID code.

Vessel Dealer License: _____ Manufacturer's ID Code: _____

Locate us next to: _____ Do not locate us next to: _____

All parties must agree. Dealer to Manufacturer (vertical blocking) is allowed. Dealer to dealer (horizontal blocking) is not permitted.

SPACE ALLOCATION PROCEDURES

In April 2005 the NMTA Board of Trustees approved revisions to the NMTA Boat Show Guidelines & Rules (you'll find at www.exhibitor.seattleboatshow.com). The purpose of the revisions was to make the Seattle Boat Show space allocation process easier to communicate and document, particularly on how members can increase the size of their display. Five different allocations are now used to determine an exhibitors TOTAL SPACE ALLOCATION. Following is a summary of your current allocations, as well as your Priority Points and Growth Points. See page 3 of the application for more specifics and how to request a change to your allocations.

Current allocations for your company are:

- | | |
|-------------------------------------|---|
| 1) Base Allocation | |
| 2) Manufacturers Product Line (MPL) | |
| 3) Acquired Members Allocation | 0 |
| 4) Additional Location Allocation | 0 |
| 5) Growth Allocation | 0 |

TOTAL SPACE ALLOCATION

Priority Points for your company are:

Member Points	
Show Points	0
Total Priority Points	

Growth Points for your company are:

Growth Points from Membership	
Growth Points from Show	0
Total Growth Points	

SPACE ALLOCATION DESCRIPTIONS AND PROCEDURES

1) BASE ALLOCATION

Prior to April 2005 this was the only method of allocating Seattle Boat Show space. Active members with a Base Allocation prior to April 2005 will see that value printed at the bottom of Page 2. A hiatus from the show may be taken once every five years without affecting the member's base allocation. Members can still request an increase to their Base Allocation and the Boat Show Committee can still increase a member's Base Allocation "for the good of the show." The increase needs to happen two consecutive years for the increase to become permanent.

2) MANUFACTURERS PRODUCT LINE (MPL) - BOAT DISPLAYS ONLY

An important goal of the Seattle Boat Show is to display as many different MPL's (boat brands) as possible and encourage new MPL's to be displayed. Members that add a new MPL to their display in 2010 that is not already listed will receive a 250 sq. ft. allocation or enough space to display the smallest model in the MPL. The Boat Show Committee will determine what MPL's are eligible to receive a space allocation. Distribution, marketing, HIN numbers, and MSO documents will be considered. Members who add MPL's and receive space for 2010 and all future shows will forfeit that space if the MPL is no longer represented and displayed. Members must display all their MPL's listed on their boat show application or they can receive a financial penalty (see Boat Show Guidelines & Rules). Members can add one MPL per year and receive the 250 sq. ft. allocation. Space allocated for MPL's in 2005 or earlier will not be forfeited if the MPL is no longer represented or displayed. Following are the MPL's currently on record for your membership.

	Boat Brands (MPL) Displayed at Seattle Boat Show	Allocation Date	Allocation
1			
2			
3			
4			
5			
6			
7			

3) ACQUIRED MEMBER ALLOCATION

Members that acquire another NMTA member can receive the benefit of the acquired member's allocations. Acquiring members do not need to maintain a separate legal entity for each acquired member. An acquired member business must be operated as an ongoing business for two years or the space associated with the acquired member will be forfeited.

	ID #	Acquired Members	Year Acquired	Allocation
1				
2				
3				
4				
5				
6				
7				
8				
9				

4) ADDITIONAL LOCATION ALLOCATION

Members that add additional locations after April 2005 within 500 miles of Seattle can receive an additional allocation of 250 sq. ft. for boat display space and 100 sq. ft. for accessory display space. Additional locations requesting boat space must have a unique state Vessel Dealer License, location, and appropriate signage. Notification about an additional location must happen in writing on the boat show application and be received on time to be considered. Additional locations can be added one per year and receive the additional allocation.

	Additional Location's - Address	Year of Allocation	Allocation
1			

5) GROWTH ALLOCATION

Members can increase their space allocation without adding MPL's, adding locations or acquiring members. Members that exhibit in the Seattle Boat Show, and apply for space on time and pay boat show invoices on time will receive one Growth Point per year. Members that maintain their NMTA membership will receive one Growth Point per year. Ten (10) Growth Points can be converted into 250 sq. ft. of Boat Display space or 100 sq. ft. of Accessory Space. The earliest a Member could receive a Growth Allocation would be for the 2011 Seattle Boat Show.

ADDITIONAL APPLICATION / CONTRACT TERMS

1. **AFFILIATE MEMBER** – Affiliate Member Applicants by this Application/Contract petition the Boat Show Committee for participation in the 2010 Seattle Boat Show.
2. **APPLICATION DUE DATE AND PAYMENT SCHEDULE** – This Application/Contract and required deposit must be received and receipted by NMTA on or before 5:00 p.m. on Monday, August 31, 2009 or bear a postal service postmark on or before the date of August 31, 2009. Final payment must be received by the NMTA on or before 5:00 p.m. Friday, November 20, 2009 (or bear a postal service postmark on or before November 20, 2009).
3. **LATE APPLICATION/PAYMENT SCHEDULE** – Any Application/Contract for exhibit space received by the NMTA between September 1 and September 10, 2009 will not be awarded a priority point or growth point and will be billed a 25% late fee of the total space assigned on the final invoice. Any Application/Contract for exhibit space received by the NMTA after September 10, 2009 will be considered by the Boat Show Committee at its next meeting on a space available basis. Applicant will not receive a priority point nor will applicant be allocated space (this will be considered the hiatus year) and will be billed the late rate on the final invoice.
4. **LATE PAYMENT FEE/SCHEDULE** – If final payment is not received by the due date, no priority point or growth point will be granted and a late payment of 10% of any balance due will be assessed. The late payment fee must accompany the final payment. Final payment and late payment fee must be received by the NMTA on or before 5:00 p.m. Friday, December 4, 2009 (or bear a postal service postmark on or before Friday, December 4, 2009) or space will be reassigned.
5. **EXHIBITOR HANDBOOK** – Applicant agrees to be bound by the Boat Show Rules and Guidelines contained in the Exhibitor Handbook. A copy of the Exhibitor Handbook can be obtained at www.exhibitor.seattleboatshow.com after Nov.1 or the exhibitor can request a copy to be furnished. Applicant agrees that if they fail to comply with the terms of this Agreement and the Boat Show Rules and Guidelines set forth in the Exhibitor Handbook, the NMTA shall have the right, without notice to the Applicant, to remove applicants exhibit from the show.
6. **MARINE RELATED EXHIBIT & NO SUBLETTING OF EXHIBIT SPACE:**
 - A. **MARINE ORIENTED PRODUCTS ONLY:** The NMTA Boat Show Committee has established a policy that only marine oriented products can be displayed. This means that such items as campers, snow equipment, snow mobiles, automobiles, real estate (other than marine oriented projects), and time share vacations will not be permitted in the show without approval of the NMTA Boat Show Committee or its designee. Displays must have ample orientation; "pictures, brochures, samples, etc." showing application to the recreational marine industry.
 - B. **NO SUBLETTING:** Applicant agrees not to lease or sublease any portion of the assigned space to another individual or company with or without consideration.
 - C. **NOT ANCILLARY:** Applicant agrees not to allow use of any portion of the assigned space for another individual or company that is auxiliary to, related to or secondary to the applicant.
 - D. **SUBTERFUGE:** Applicant agrees not to intentionally misrepresent the true nature of the use of any portion of the assigned space.
 - E. PENALTY: FAILURE TO COMPLY WITH THE USE OF SPACE PROVISIONS (6 A–D) WILL RESULT IN THE FORFEITURE OF BASE ALLOCATION, SPACE ALLOCATIONS, PRIORITY POINTS AND GROWTH POINTS.**
7. **CANCELLATION BY APPLICANT** – In the event of cancellation by Applicant on or before October 16, 2009, the NMTA will refund monies paid upon applicant's assigned space being relet. Cancellation by the Applicant on or after October 16, 2009, shall result in forfeiture to the NMTA of the rental paid; provided, if NMTA relets the assigned space, NMTA shall retain \$300 or fifteen percent (15%) of the invoiced rental, whichever is greater, as liquidated damages.
8. **SEAHAWKS PRIORITY** – Applicant understands that the Seattle Seahawks are the primary tenant of the Qwest Field Event Center, and that the Seahawks have priority in use of that facility in the event of a conflict between the Seahawks schedule (including playoff games) and the Seattle Boat Show. Applicant agrees that its permission to participate and exhibit in the NMTA's Seattle Boat Show is for all purposes subject, subordinate and junior to the rights of the Seahawks relating to the facility; and Applicant acknowledges that the NMTA may be required to delay, interrupt or otherwise disturb Applicant's participation in the show to accommodate the Seahawks.
9. **CANCELLATION/REDUCTION OF EXHIBIT SPACE BY THE NMTA** – NMTA reserves the right to reduce Applicant's exhibit space and/or to revoke and cancel the acceptance of this Application/Contract by the NMTA with or without good cause. In the event of cancellation, the NMTA shall refund to Applicant its space rental payment. Applicant agrees to waive all claims for damages, arising from or caused by NMTA's cancellation, against 1) the NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Washington State Public Stadium Authority and its employees; 3) First and Goal and its employees; 4) or any company providing NMTA with a temporary structure for Boat Show purposes.
10. **LIABILITY/HOLD HARMLESS** – Applicant agrees to indemnify and hold harmless entities and individuals listed below from all claims, damages, attorney fees, costs and expenses arising from any injury to Applicant, Applicant's employees, guests, and patrons arising from Applicant's use of the assigned space and participation in the Seattle Boat Show: 1) NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Washington State Public Stadium Authority and its employees; 3) First and Goal and its employees; 4) or any company providing NMTA with a temporary structure for Boat Show purposes.
11. **APPLICANT INSURANCE** – Applicant shall maintain bodily injury and property damage insurance coverage, including contractual liability, in the minimum amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate where aggregate limits apply, and shall name the Northwest Marine Trade Association, its employees, Officers, and Board of Trustees, and King County as additional insured under the policy. Applicant shall maintain all risk property insurance covering applicant's own property and property of others in the Applicant's care, custody, or control. Applicant agrees to waive subrogation against the Northwest Marine Trade Association and Washington State Public Stadium Authority, its employees, First and Goal, its employees for loss of or damage to Applicant's property and property of others in the Applicant's care, custody or control. Certificates of insurance must be furnished to the NMTA prior to move-in. Applicant's insurance shall be primary in any and all claims.
12. **DAMAGE TO APPLICANT'S EXHIBIT** – Applicant assumes all risks of damage to its exhibit and/or loss, by theft or otherwise, of the exhibit or other property. No claim arising from such loss shall be made by Applicant upon the NMTA, Washington State Public Stadium Authority, its employees, First and Goal, its employees, or any company providing the NMTA with a temporary structure for Boat Show purposes, or their representatives.
13. **COMPLIANCE WITH LAWS** – Applicant agrees to comply with all laws, statutes, ordinances, rules, and regulations of the government of the United States, State of Washington, County of King, City of Seattle.
14. **MOVE IN/MOVE OUT** – Applicant agrees to comply with the NMTA schedule of Move-In and Move-Out. The NMTA will advise Applicant of Applicant's Move-In schedule. The Move-Out schedule will be posted during the Boat Show at the Show Office.
15. **APPLICANT'S ACCOUNT** – All Applicant's account(s) with the NMTA must be paid in full before Applicant is assigned space or permitted to move in to the Boat Show.
16. **MUSIC** – Playing recorded music, radio and television at Applicant's exhibit is prohibited. However, a video with background music may be played at Applicant's exhibit provided Applicant has first secured a license covering "public performance rights" or "all rights" to play the music contained in said video and has executed a Hold Harmless Agreement and Agreement Re: Use of Music at Boat Show Exhibit. Said Agreement must be delivered to NMTA by December 11, 2009. The sound volume must be acceptable to the NMTA Boat Show Director or the NMTA Boat Show Committee.
17. **ADVERTISING TOBACCO PRODUCTS** – Applicant agrees that it will comply with King County Ordinance No. 10615 at its exhibit; that applicant will not display, promote or advertise any tobacco products including any product containing tobacco, the prepared leaves of plants of the nicotiana family including but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco or any other preparation of tobacco. Applicant further agrees that any violation of this paragraph will be material breach of its contractual obligations.
18. **NMTA DISPUTE RESOLUTION - APPLICANT AGREES THAT ANY CLAIM OR DISPUTE ARISING FROM OR CONCERNING THE SEATTLE BOAT SHOW (INCLUDING BUT NOT LIMITED TO A CLAIM OR DISPUTE CONCERNING THE VENUE, DURATION OR SCHEDULE FOR THE SHOW AND/OR CONCERNING LOCATION, ASSIGNMENT OR ALLOCATION OF SHOW SPACE) SHALL BE RESOLVED BY MEDIATION AND, IF NECESSARY, ARBITRATION BEFORE JUDICIAL DISPUTE RESOLUTION LLC OF SEATTLE, WA (JDR). TIME IS OF THE ESSENCE IN RESOLVING ANY SUCH CLAIM OR DISPUTE; AND ANY CLAIM OR DISPUTE MUST BE PROMPTLY PRESENTED AND BEST EFFORTS MUST BE MADE BY APPLICANT TO RESOLVE SUCH CLAIM OR DISPUTE PRIOR TO THE OPENING OF THE SEATTLE BOAT SHOW. A CLAIM OR A DEMAND FOR DISPUTE RESOLUTION MUST BE MADE IN WRITING AND MUST BE OTHERWISE IN COMPLIANCE WITH THE RULES AND PROCEDURES OF JDR. THE FAILURE TO COMPLY WITH THE TIME REQUIREMENTS IMPOSED HEREIN MAY RESULT IN THE BARRING OF APPLICANT'S CLAIM.**