

RULES AND REGULATIONS FOR THE ELIGIBILITY AND CONDUCT OF THE 2010 SAN ANTONIO BOAT SHOW

*Revised June 4, 2008

1. **Display Space Eligibility:** Participants must meet the following requirements to qualify for purchase of display space:
 - a. Must be an authorized dealer for new powerboats, motors, sailboats, sailboards, personal watercraft, water sports equipment, docks, boatlifts, trailers, and/or accessories or equipment commonly used by the above.
 - b. Must be a holder of the appropriate dealer license and resale tax permits.
 - c. Must have service and showroom facilities operated by the dealership.
 - d. Must meet the above requirements at least one calendar year prior to the date of the show for which space is being contracted.

2. **Use of Display Space:** Display space is limited to new (current model year and one year non-current which are new and non-registered) powerboats, motors, sailboats, sailboards, personal watercraft, water sports equipment, docks, boat lifts, and trailers or trailer accessories. The display of any products without having a current dealer agreement authorizing distribution of those products is expressly prohibited. Bulletin boards, notebooks, etc. that refer to new, used and/or consignment boats are not allowed in the display space. **Main Floor Display space must be fully carpeted.**

3. **Booth (10' by 10' or comparable) Space Eligibility:** Booth space is reserved for the display of products and services by vendors that are complimentary to the main floor exhibits and to the good character of the show. Show Management reserves the right to exclude, evict or remove exhibits or services that in Show Management's sole opinion, which shall be final, are contrary to the good character of the show.

4. **Use of Booth (10' by 10' or comparable) Space:** Bulletin boards, notebooks, etc. that refer to new, used and/or consignment boats are not allowed in the 10' by 10' Booth Space. Boats are not allowed to be displayed and sold in the booth space unless the dealer otherwise qualifies for display space as outlined above and there is no display space available for said dealer.

5. **Show Management:** This is a presentation of River City Productions, Inc., hereinafter referred to as the "Show Management," which shall have the right, which it hereby expressly reserves, to make such rules and regulations as it shall deem advisable for the success of the show, and to change and amend the same from time to time, which shall govern the proper conduct of said show and the use of this contract and the space herein reserved by the Exhibitor. The Show Management's application, interpretation, and construction of said rules and regulations shall be final and conclusive.

6. **Contingencies:** The Show Management reserves the right to cancel this contract in case the specified premises shall be destroyed or so damaged as to render them untenable or unfit for use for the purpose specified, by fire or the elements or any other cause, or should any occurrence of circumstances beyond the control of the Show Management make impossible the fulfillment of its part of this contract; provided, however, that in the event of such cancellation, all payments previously made on this contract are to be promptly returned to the Exhibitor by the Show Management but only to the extent refunds are made by the facility and/or other vendors to Show Management. Show Management shall not be liable for claims for damages, loss, costs or expenses sustained or incurred by the Exhibitor by reason of such cancellation.

7. **Installation and Removal of Exhibits:**
 - a. Exhibits are to be installed and removed at the expense of the Exhibitor.
 - b. Except with the prior written consent of the Show Management, no exhibits shall be installed until receipt-evidencing payment in full for space reserved has been presented.
 - c. All exhibits shall remain in place and shall not be dismantled until after the official closing of said show.
 - d. Exhibitor must remove all exhibits, displayed products, and other material and property of the Exhibitor not later than a time designated by Show Management, otherwise contents subject to removal and under no liability by the facility or show.

8. **Use of Space:**
 - a. The space of the Exhibitor is to be used solely for the purposes set out in its contract with the Show Management. In installing, conducting and removing its exhibits, the Exhibitor is to comply with regulations of the Building in which the show is presented.
 - b. Move in and move out schedules will be developed so as to facilitate an orderly flow. Specific appointed times shall be followed. Non-conformance to the schedule will be subject to removal from the show or resale of booth space.
 - c. All decorations must be fireproofed.
 - d. The Exhibitor shall not allow nails, screws, or tacks to be driven into the building walls or pillars, nor deface the same in any way.
 - e. No tape is allowed on the walls.
 - f. Any use of carpet requires the use of special carpet tape. Check with the decorator if you're uncertain of what type is allowed. All tape must be removed from your exhibit area at move out. Exhibitors will be charged if Alamodome staff has to remove your tape after move out.
 - g. Disturbing noises or forms for attracting attention to an exhibit, which are objectionable to the Show Management or that infringe on other exhibitors, will be excluded. Show Management prohibits disruptive or offensive live or recorded audio, video or light system presentations, unauthorized public address announcements, and/or the disbursement of promotional materials or handbills by exhibitors at any point beyond the immediate proximity of their display space. Bullhorns, independent public address systems or announcements are prohibited.

**RULES AND REGULATIONS FOR THE ELIGIBILITY AND
CONDUCT OF THE 2010 SAN ANTONIO BOAT SHOW**

*Revised June 4, 2008

- h. Helium balloons are prohibited without specific prior Fire Marshall approval. Exhibitors may use air balloons. Specialty balloons must be approved by Show Management and require Fire Marshall approval.
 - i. The Show Management reserves the rights to exclude, evict, or remove exhibits that are or may become objectionable and contrary to the general character of the show.
 - j. Any visual representation (bulletin boards, notebooks, brokerage or consignment) of used boats for sale in the 10' by 10' booths is prohibited unless occupied by a dealer who otherwise meets the requirements for display space and has leased floor space. The Show Management's determinations in this restriction shall be final and conclusive. This restriction and prohibition extends to persons and their conduct, all printed matter, and all other things, which are a part of the Exhibitor's exhibit to the end that each exhibit will be in keeping with the good character of the show.
9. **Subletting Space:** The Exhibitor shall neither assign this contract, sublet in any fashion any part of the space herein specified, nor display the name or products of any other firm in said exhibit. Under special circumstances, Show Management will be able to allow subletting with prior, written approval and all decisions will be final. **Otherwise, subletting is specifically prohibited** and cause for removal from the show.
10. **Electrical Service:** An Electrical Order Form will be provided in the exhibitor packet for Electrical Service in accordance with the established rates and policies. Spotlights and special lights may be obtained from the Decorator on a rental basis.
11. **Liability:** River City Productions, Inc., the Boating Trades Association of San Antonio, the publicized sponsors of said show, and the Building Management, either collectively, individually or otherwise, shall not in any way be liable, nor shall they be required to maintain insurance, for any damage or loss, regardless of the cause of the same, either to person or property, sustained by the Exhibitor and/or his employees and representatives. The Exhibitor agrees to provide River City Productions, Inc. with evidence (Certificate of Insurance naming River City Productions, Inc. as additional insured) of General Liability Insurance with limits of no less than \$300,000 Bodily Injury and \$50,000 Property Damage Liability
12. **Observance of Law and Regulations:** The Exhibitor, its employees and representatives shall observe and comply with all Federal, State, Municipal, and Building Management laws, charters, ordinances, rules and regulations of the State, City and Building in which said show is presented.
13. **Privileges:** The actual occupancy of the space contracted for by the Exhibitor is of the essence hereof, and in the event the Exhibitor does not occupy said space, or fails to comply in any other respect with the terms of this contract, the Show Management shall have the right, without notice to the Exhibitor, to occupy or cause said space to be occupied in any manner it deems best, without such occupancy working a forfeiture of the sums to be paid and the covenants to be performed by the Exhibitor under their terms of this contract, and in connection herewith, the Exhibitor expressly agrees to pay the full sum agreed to be paid for said space regardless of whether it has been occupied by the Exhibitor or not, less only the net amount, if any, that the Show Management receives from any re-letting of such space to other Exhibitors, but the Show Management shall have no obligation to re-let such space.
14. **Show Management Lien:** The Show Management shall have lien for the payment of all sums due under the terms of this contract upon any and all personal property of the Exhibitor, which is or may be put in the building in which the show is presented, and such lien may be enforced by and at the option of the Show Management for the non-payment of any sum due by the taking and sale of said property at public or private sale after ten days notice in writing of the time and place thereof has been given by registered mail to the Exhibitor at the address of the Exhibitor as set out in the contract for space.
15. **Indemnity:** Show Management, its agents, employees, officers and directors shall not be liable or responsible for, and shall be saved and held harmless by Exhibitor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of Exhibitor, including claims and damages arising in whole or in part from the negligence of Show Management, its agents, employees, officers and directors. It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is an indemnity extended by Exhibitor to indemnify Show Management, its agents, employees, officers, and directors from the consequences of Show Management's own negligence, whether that negligence is the sole or contributory cause of any resultant injury, death, or damage.
16. **Exhibitor Passes:**
Exhibitor passes will be distributed at the show site during move-in hours. It is the responsibility of vendors to ensure access for workers. Without a proper pass workers will be charged admission.