



October 9-11, 2020

Wilmington Convention Center & Port City Marina

Exhibitor Application and Contract



Company: _____
 Contact Name: _____
 E-Mail: _____ Website: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Cell: _____
 Boat Lines or Product/Service Description: _____

✓	Space	Rates	Quantity	Total Cost	Space Preferences			
	In-Water Space (Length Overall x Beam)	\$2.95 per sq ft		\$	1	2	3	4
	Convention Center Bulk Space	\$2.95 per sq ft		\$	1	2	3	4
	Land Bulk Space	\$2.95 per sq ft		\$	1	2	3	4
	Pier Bulk Space	\$2.95 per sq ft		\$	1	2	3	4
	10x8 Convention Center Booth	\$700 each		\$	1	2	3	4
	10x10 Riverwalk Booth	\$700 each		\$	1	2	3	4
				\$	1	2	3	4
				Total Due: \$				

In-Water Space:

Manufacturer	Model	New or Used	Length Overall	Beam	Height	Total Sq Ft
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Total Square Feet: _____

Check Please make checks payable to JBM & Associates.

Card

Card # _____ Expiration Date: _____ Security Code: _____

I authorize JBM & Associates to process the deposit on the date the application is received and the balance on 9/6/20 on this credit card. Initials: _____

50% Deposit (Due with Application): \$ _____ **Final Payment (Due 9/6/20): \$** _____

IMPORTANT! Insurance Requirements (Due 9/6/20): All exhibiting companies must provide Event Management with a certificate of liability insurance listing JBM & Associates as additionally insured for the Wilmington Boat Show, October 9-11, 2020.

I have read and agree to abide by the event rules and regulations in this contract (must be signed or application will not be accepted). **Signature:** _____ **Date:** _____

Please return application to:

JBM & Associates

1282 Pendleton Street

Greenville, SC 29611

Chelsea@JBMSHOWS.com

Phone: 864-250-9713 Fax: 864-250-0434



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1. **Show Management:** The Wilmington Boat Show is produced and managed by JBM & Associates; LLC herein known as JBM & Associates. All decisions regarding space assignment, nature and style of exhibits, hours and interpretation of rules and regulations shall be made by JBM & Associates.
2. **Assignment and Change of Control:** Promoter may assign this Agreement or any part of its rights, duties or obligations hereunder provided that such assignment is to an organization experienced in Boat Show event promotion and production.
3. **Character and Admissibility of Exhibits:**
 - a. All exhibits must be designed, constructed and operated in good taste with the best interests of the show and public safety paramount. JBM & Associates shall be the sole arbiter and final judge of same and shall have the right and the authority to require the removal, relocation or modification of any display exhibit, or part thereof.
 - b. All business and display materials must take place and be kept within the physical space assigned to that exhibit. No explosives, fuels or other combustible matter will be permitted.
 - c. The quantity of exhibitor badges will be determined based off of your total exhibit space fee and will list the Company Name only. Additional exhibitor badges may be ordered for \$5 each. The order form will be located in the Exhibitor Kit, sent via e-mail approximately six weeks prior to the show date. Badges will be distributed during move-in. No extra badges will be given for those lost or stolen.
 - d. Tent exhibits are limited to eight-foot high backdrops and three-foot high side curtains, erected so as not to obstruct the view of neighboring exhibits and all exhibits must be secured.
 - e. All afloat exhibitors shall be solely responsible for the safety of their own boat while at the show, and they shall be fully responsible for any damage that their boats may cause while entering or leaving the show, giving demonstration rides, or while on exhibit. All boats in the water shall comply with the rules, laws, and regulations of the United States Coast Guard.
 - f. There may be absolutely no drilling for signage or anything else on the pier.
 - g. New Boat/Product Sections: Exhibitor agrees to display only new, current-model-year boats and products. No products may be displayed without the endorsement of the manufacturer.
 - h. Boat Dealers: You must be the current, local dealer and in good standings with the manufacturer in order to represent said lines in the show. If you are no longer the local dealer and have existing inventory for sale, you will not be permitted to sell the line in the show. The current dealer reserves all rights.
 - i. Brokerage Section: All boats displayed in the section of the show designated as the "Brokerage Section" must be used boats owned by third parties or owned as a trade-in by a dealership.
 - j. Exhibits must be staffed during show hours.
 - k. Exhibit removal prior to the final day's close of show is strictly forbidden.
 - l. Subleasing: Exhibitors shall not sublease and/or share any part of their space without JBM & Associate's advance written consent.
 - m. Staging: When required for boarding boats, safe staging (boarding ramps, ladders, rails, stairs, etc.) is the exhibitor's sole responsibility.
4. **Late Arrivals:** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by JBM & Associates or, if no alternative is available, may forfeit their show participation rights.
5. **Payment for Space:** A 50% deposit on the exhibit space rental fee must be submitted with the application. The remaining balance must be paid no later than September 6, 2020. Under no circumstances will an exhibitor be allowed to display in the show if the balance has not been paid in full. Exhibitors who fail to make space payments in accordance with the terms of this agreement are subject to cancellation without credit or refund.
6. **Cancellations and Cutbacks:** Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), a credit of funds will be issued according to the following formula:
 - a. Cancellations received 5 months prior to the show date will be refunded the full deposit paid, less a \$50 cancellation fee.
 - b. Cancellations received 148-60 days prior to the show date will be refunded 50% of the deposit paid, less a \$50 cancellation fee.
 - c. No refunds will be given for cancellations received within 60 days of the show date.
 - d. **If the Wilmington Boat Show is canceled due to COVID 19 vendors will have the option to be refunded 100% or transfers 100% to the 2021 show.**
7. **Insurance:** Exhibitor agrees to provide the necessary insurance coverage from set up through breakdown. The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center, Battleship NC and NRMH Holdings, LLC. D/B/A Port City Marina (PCM) shall not be responsible for any loss of or damage to any property including boat(s) of the exhibitor including fire, theft, and vandalism. You are required to obtain your own All Risk property and marine coverage while in transit and on premises at the show. Exhibitor agrees to provide Comprehensive General Liability insurance naming The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center (515 Nutt Street Wilmington, NC 28401), NRMH Holdings, LLC. D/B/A Port City Marina (PCM) (10 Harnett Street Wilmington, NC 28401), and Battleship NC (1 Battleship Road NE Wilmington, NC 28401) as



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Additional Insured's. The policy limits shall be no less than \$1,000,000 occurrence and \$2,000,000 aggregate; combined single limit for Bodily Injury and Property Damage. A Certificate of Insurance shall be delivered to said firm fourteen (14) days prior to exhibitor's employees, agents, contractors, sub-contractors or customers being present at or on the subject premises. Exhibitor is responsible for any bodily injury or property damage to exhibitor, exhibitor's employees, volunteers, helpers or staff. Insurance will include a waiver of Subrogation against The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center, Battleship NC and NRMH Holdings, LLC. D/B/A Port City Marina (PCM), their officers, employees, agents & members. Exhibitor agrees to provide Workers Compensation and employer's liability insurance covering employees in the state in which the show is being held, in accordance with the statues, rules and regulations promulgated by that State's governing authorities.

8. **Indemnification:** Exhibitor to the fullest extent permitted by law, hereby agrees to assume the entire responsibility and liability for and defense of and to pay and indemnify The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center, Battleship NC and NRMH Holdings, LLC. D/B/A Port City Marina (PCM) against any loss, exposure or liability and will hold each of them harmless from and pay any loss, damage, defense, cost or expense or reimbursement (including, without limitation, judgments, attorneys' fees, court costs and the cost of Appellate proceedings) which The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center, Battleship NC and NRMH Holdings, LLC. D/B/A Port City Marina (PCM) or other indemnities incurred because of injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or a consequence of the performance of exhibitors work and/or tasks. Said responsibility, liability and indemnification shall be regardless whether such injuries to person or damage to property or any other claim are due in part or claimed to be due in part to any negligence, act, commission, omission and/or breach of The Wilmington Boat Show, JBM & Associates, Wilmington Convention Center, Wilmington Convention Center and NRMH Holdings, LLC. D/B/A Port City Marina (PCM) or its employees, agents or any other persons.
9. **Security:** Security will be provided 24-hours during the show. From the beginning of set-up to the end of breakdown, JBM & Associates is not liable for the loss of any material by any cause.
10. **Photos and Videos:** JBM & Associates reserves the right to use pictures and videos taken during the show of display areas, special features, exhibit personnel and attendees.
11. **Acts of God:** JBM & Associates shall have no liability whatsoever for any economic damages or for actual damages, of any nature, to any person, matter or thing resulting from hurricane, storm, wind, or water and other acts of God, or imminent threat thereof, nor from fire, strikes, lock out, acts of terror or terrorism, pandemic or epidemic, war or warlike situations. If the show is cancelled on account of any cause listed in the prior sentence or on account of governmental action beyond the reasonable control of JBM & Associates, JBM & Associates will not be liable to the exhibitor and will refund to all exhibitors pro-rata, the amount remaining after JBM & Associates has incurred all expenses and costs in connection with the show. Exhibitor agrees that the vessel will contain, at all times, sufficient ground tackle for severe weather conditions. Show Producer shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, (including, without limitation, utility issues at venue, disaster, strikes, civil disorder, curtailment of transportation facilities); except that if such events prevent Exhibitor's show space being made available to Exhibitor, Show Producer shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show, subject to a viable and settled claim with our insurance carrier.
12. **Removal of Goods:** All in-water boats must depart by 3pm on Monday, October 12, 2020. All holdover boats shall be charged dockage fees, payable to the Port City Marina, consistent with posted marina transient rates (unless a transient package has been purchased by the exhibitor in advance).
13. **Water Pollutants:** Federal and State Water Quality Standards must be complied with at all times and exhibitors shall be solely responsible to ensure that there is no dumping or discarding of refuse, sanitary waste or other pollutants in the water and surrounding their exhibits on the show site. Furthermore, exhibitor agrees not to allow use of their vessels heads while docked at the Port City Marina.

Other Shows Produced By JBM & Associates

