

# Nanaimo Boat Show

19 September – 22 September 2019

Waterfront Suites & Marina



**Exhibitor Application for Space**

Company Name: \_\_\_\_\_ Contract #: (office use only) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov/State \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_ Web: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Contact Email: \_\_\_\_\_ Contact Number: \_\_\_\_\_

**BILL TO:** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov/State \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_ Web: \_\_\_\_\_

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

**Discounted rates apply for E-transfer, Cheque, or Wire Transfer payment methods	2019 Rates	
	Discounted Rates** see side note	Non Discounted Rates (credit card payments)
All cheques payable to <b>Waterfront Holdings Ltd</b>		
<b>Rate Information</b> – Canadian Funds (Payments made in U.S. Funds require an additional charge of 2% of total contract)	\$7.95 Booth (min. 100 sq. ft.) \$6.95 Bulk Booths (min. 200 sq. ft.) \$13.95 per foot in-Water Boat \$600 per Trailered Boat	\$8.20 Booth (min. 100 sq. ft.) \$7.16 Bulk Booths (min. 200 sq. ft.) \$14.50 per foot in-Water Boat \$620 per Trailered Boat

Boat Show Participation	Requested Slip Number(s)/Booth Space Number(s)	Total Sq or Linear Sq	Rate	Amount
Moorage – see in-Water Application				
Booth/Trailer Space				
Dock Power – 30 or 50 Amp			\$10/day	
Booth Power – 15A 120V			\$20/day	
Rental Enhancements	Quantities		Rate	
Signage Rental* see insert			\$50 each	
Flag Pole Rental* see insert			\$75 each	
			Sub Total	
			GST (5%)	
			<b>Total</b>	

For updates please visit [www.nanaimoatshow.com](http://www.nanaimoatshow.com) or call 250-753-7111

**To be Completed by all Exhibitors**

All cheques payable to **Waterfront Holdings Ltd**

What products/services will you be exhibiting? \_\_\_\_\_

Please list brand names: \_\_\_\_\_

**Our company is a:** \_\_\_ Manufacturer \_\_\_ Wholesaler \_\_\_ Marine Services \_\_\_ Dealer \_\_\_ Retailer and/or Marina \_\_\_ Other

**Last Year's Exhibitors**

- We request the same space as last year.
- We request the following change, but will accept the assigned space if the change cannot be made:  
We prefer to/not to (circle one) exhibit next to the following companies: \_\_\_\_\_  
(Every attempt will be made to satisfy your request; preference does not confirm the requests can be satisfied)
- We intend to retail "over the counter" at our exhibit.

Exhibiting companies that displayed at the 2018 Nanaimo Boat Show have until 19 July 2019 to return their application with payment for the 2019 show. After that date, space not applied for will be considered available for allocation to another company.

**New Exhibitors**

The dimensions we prefer are: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ sq. ft.

Total Space Calculation: # of Sq. Ft. x Rate = \$ \_\_\_\_\_ Full payment due with signed Exhibitor Application for Space

By signing and submitting this form to the Nanaimo Boat Show, the Exhibitor acknowledges, agrees, and consents to receipt of notices from Nanaimo Boat Show and its official show suppliers by facsimile or electronically, using the contact information set forth on this form. If you wish to keep your email private notify our office via email at [info@nanaimoatshow.com](mailto:info@nanaimoatshow.com). The Terms and Conditions set forth herein are binding on Waterfront Holdings Ltd only after the application is executed by Waterfront Holdings and returned to the Exhibitor. Once Waterfront Holdings executes the application, the application becomes a binding contract between Waterfront Holdings Ltd and the Exhibitor and includes all the terms on both the face of this application and the Terms, Rules and Regulations on the reverse side of this application including the show's Display Guidelines ("the Terms and Conditions"). The Exhibitor agrees to be bound by all such Terms and Conditions. Any Exhibitor requests for cancellation or cutbacks and any space changes are subject to these Terms and Conditions.

Your Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nanaimo Boat Show Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Boats to be exhibited In-Water

All in-water exhibitors are required to complete the following request for information and submit along with application

Exhibiting Company Name: \_\_\_\_\_

Manufacturer & Model Name	Model Year	Length Overall (feet and inches)	Beam (feet and inches)	Draft	Power Request (30A/50A)	Office Use Slip Number

- Length overall includes all equipment, accessories, attachments that affect space necessary for display including – but not limited to – bow, pulpit, platform, fiberglass above the waterline, etc.
- Exhibitor’s in-water displays are based on each vessel(s) Length Overall (LOA). Show Management reserves the right to sell open, adjacent slip space at its discretion
- All boats are to be Led ‘stern to’ the docks unless otherwise agreed to by show management.
- Exhibitors wishing to place a tent, display board or any other structure on the docks or shore space must receive approval from Show Management prior to 15 August, 2019.

# 2019 Nanaimo Boat Show Terms, Rules, and Regulations

Special requests must be made in writing. All efforts are made to accommodate requests (side ties, alternate display and booth sizes etc.). Not all requests, however, can be accommodated. Exhibitor's overall display plans are given consideration on as far as it is communicated to Show organizers and if it fits within the best interest of the show. Size of boats being brought to the show: certain large boats, especially those over 65 feet in length and / or drafting over 6 feet have space limitations where they can be safely placed in the show. Consideration will be given how best to accommodate all requests so the exhibitor may put together the best display possible for his exhibit space. The owner shall ensure that there is sufficient water beneath the hull of the vessel at the moorage space to ensure the vessel is always afloat when allowing for low tides. The Nanaimo Boat Show and Waterfront Holdings Ltd. will not be held liable for any damages due to the grounding or striking an underwater obstruction.

## **SPACE WILL NOT BE GUARANTEED UNLESS PAYMENT IN FULL IS RECEIVED BY 1 August 2019**

**1. Vessel move-in:** Move in schedules will be discussed with each exhibitor. If you have a boat change after sending in your contract, please call immediately to assure your layout placement. Monday, Tuesday and Wednesday, 15th till the 18th of September are available for move in. Please note that exhibitors are not permitted to screw-in or bolt items into the docks.

**2. Late Arrivals:** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

**3. Cancellation of Contract:** If this agreement is cancelled by an Exhibitor for any reason or by Waterfront Holdings Ltd. because of Exhibitor's default or violation of the agreement, moneys paid to Waterfront Holdings Ltd. by the Exhibitor shall be retained as follows. If cancellation occurs 31 days or more prior to Show opening, Waterfront Holdings Ltd. will retain 50% of fees paid. If cancellation occurs 30 days or less before the show opening, Waterfront Holdings Ltd. shall retain the entire rental fee.

## **ALL CANCELLATIONS MUST BE IN WRITING.**

**4. Space:** The space contracted for this is to be used only by the Exhibitor whose name appears on the contract and no portion can be sublet, combined or assigned without written approval of Waterfront Holdings Ltd. Placement will be determined as soon as possible following the reservation deadlines. Written confirmation of the space assignment will be sent no later than 10 days before the opening of the show.

**5. Display Characteristics:** Dimensions of exhibit areas are believed to be accurately stated. Attempt will be made to correct any discrepancies or errors identified once they are brought to our attention. Facility lighting may not illuminate all areas evenly and effectively; Waterfront Holdings Ltd. assumes no responsibility for providing additional lighting. Exhibitor may order additional lighting at its expense (see Exhibitor rental kit).

**6. Anchors, Lines and Fenders:** All vessels shall have adequate lines and fenders for all vessels and shall be prepared to drop an anchor with chain, when and where deemed necessary by Waterfront Holdings Ltd. Exhibitor agrees to secure boat lines at the direction of show staff.

**7. Liability:** The Exhibitor is entirely responsible for the areas rented by him/her and shall not injure, mar or deface premises. A \$50 clean-up fee will be charged, at Waterfront Holdings Ltd. discretion, to an exhibitor who fails to remove materials from their exhibition space at the time of move-out. The Exhibitor agrees to reimburse Waterfront Holdings Ltd. for any loss or damage occurring to the premises or equipment. All Exhibitors must have adequate insurance with a minimum of \$2 million for Personal Liability coverage.

**8. Insurance:** The Nanaimo Boat Show and/or Waterfront Holdings Ltd. shall not be responsible for any loss or damage to any property of the Exhibitor for any reason, unless such loss or damage is caused solely by the gross negligence of The Nanaimo Boat Show, or any of its employees. Exhibitor is required to follow and use all security arrangements made by The Nanaimo Boat Show for property and 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. A) Worker's Compensation and employer's liability insurance covering its employees in the province which the show is being held in. In accordance with the statutes rule and regulations promulgated by the provinces covering authorities. B) Comprehensive general liability insurance, including blanket contractual liability insurance naming Waterfront Holdings Ltd. as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming Waterfront Holdings Ltd. as an additional insured 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. C) All-risk property covering all of Exhibitor's property brought into or used in connection with the show including move-in and move-out periods, with insurance coverage to be set forth in an insurance

policy that includes (1) waiver of subrogation against Waterfront Holdings Ltd., its members, officers employees and agents and (2) 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. Certificates of insurance shall be furnished as soon as possible to Waterfront Holdings Ltd. if requested by show management prior to or following the show. The Exhibitor understands that Waterfront Holdings Ltd. does not maintain insurance covering the Exhibitors property and it is the sole responsibility of the Exhibitor to obtain such insurance.

**9. Amendments:** The show management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Waterfront Holdings to terminate The Nanaimo Boat Show's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the show space. No failure by Waterfront Holdings Ltd. to enforce or any delay in the enforcement of any rights or power by Waterfront Holdings Ltd. shall impair any right, power or remedy that Waterfront Holdings Ltd. may have under this contract.

**10. Admissible Exhibits:** Exhibitor agrees to display only good quality new and used boats and marine related products. 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 products at this show. Show management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to them, any merchandise other than specified in this application. Exhibitor agrees that show management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

**11. Move Out:** No Exhibitor shall be permitted to move out before 4PM Sunday of the last day of the show, except with the advance written approval of The Nanaimo Boat Show. Exhibitors who move out early without permission or Exhibitors that are not prepared to move out at the designated move out time, agree to pay Waterfront Holdings Ltd. \$600.00 for liquidated damages. Move out shall proceed in an orderly, safe manner as directed by The Nanaimo Boat Show.

**12. 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 may not place stickers, placards or other signs anywhere in the show.

**13. Liability release waiver/indemnification/choice of law & forum attorney** Exhibitors release Waterfront Holdings Ltd., its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto. Exhibitors, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse Waterfront Holdings Ltd., and their managers, contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) The terms of this provision shall survive the termination or expiration of this Agreement. Attorney Fees – Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**14. Acts of God/Force Majeure:** Waterfront Holdings Ltd. shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, snowstorms, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease); except that if such events prevent Exhibitor's show space being made available to Exhibitor, Waterfront Holdings Ltd. shall return to Exhibitor payments made by Exhibitor after deducting there-from a pro-rata share of expenses incurred in connection with said Show.

## **15. Staffing of Exhibits**

a) Exhibits must be staffed during all show hours.

b) Exhibit removal prior to the final day's close is strictly forbidden.

c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

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**For more information, call Waterfront Suites and Marina.**

**Phone: 250-753-7111; email: [info@nanaimoboatshow.com](mailto:info@nanaimoboatshow.com)**





**\* Rental Items for In-Water Exhibitors**



Signs at \$50.00 each



Flag Masts at \$75.00 each



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**BOAT SHOW**  
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