

NOVI BOAT SHOW

March 16-19, 2017
Suburban Collection Showplace

Rules & Regulations for Exhibiting

The Novi Boat Show ("Show") is owned and produced by Michigan Boating Industries Association ("MBIA")
32398 Five Mile Road, Livonia, MI 48154; Phone: 734.261.0123; 800.932.2628; Fax: 734.261.0880
Web site: www.mbia.org; E-mail: boatmichigan@mbia.org

1. PERMISSIBLE EXHIBITS: Only products and services identified on the Application & Contract for Exhibit Space and approved by the Michigan Boating Industries Association ("MBIA") are authorized to be displayed at the Novi Boat Show ("Show"). Exhibitors shall display only new, untitled 2017, 2016, 2015 and no more than 10 percent of 2014 model year boats and vessels. Exhibitor shall provide the MBIA with Manufacturer Statement of Origin or other substantial proof of said model years at MBIA's request. All displayed product shall be exhibited by current manufacturer-authorized dealers, authorized to sell 2017 models of that manufacturer. Exhibitors who violate the rule on permissible exhibits are subject to a fine and the cost of removal of these products. Any used, previously registered or 2013 or prior year products discovered in the Exhibit Hall, not in accordance with the terms of the Application & Contract for Exhibit Space, may be removed at Exhibitor's expense and, since the parties recognize that it is practically impossible to determine the actual damage that would result if Exhibitor breaches this provision, Exhibitor agrees to pay to MBIA the sum of U. S. \$1,000 for each violation as liquidated damages. The ratio of new to new/non-current boats displayed may change at the sole discretion of MBIA.

2. PERMISSIBLE ACTIVITIES: Each Exhibitor recognizes that the Show is an opportunity to showcase products and promote the industry, as well as an opportunity to sell products. Exhibitors shall be respectful of other Exhibitors' display areas and products. Exhibitors are prohibited from soliciting business in the aisles, other public spaces, or in another Exhibitor's Exhibit Space. We request Exhibitors also refrain from entering other exhibits, taking pictures of competitive products, using competitor exhibits for employee orientations or training during the Show, or otherwise causing any disruptions during the Show. In order to grow our industry, Exhibitors must work together to maintain the highest standards of excellence and professionalism not just with the consumer, but also with other Exhibitors.

3. PRODUCTS TO BE EXHIBITED: Exhibitor shall specifically identify all products to be displayed in the space provided on the face of the Application & Contract for Exhibit Space. Any products not so listed or submitted to the MBIA for written approval at least thirty (30) days prior to the opening date of the Show, may be removed from the Show at Exhibitor's expense. A limited number of new sport utility vehicles, cars and sport trucks may be part of an exhibit, provided there is prior written approval from the MBIA 30 days in advance of the Show, which approval shall be at the sole and absolute discretion of the MBIA. Except as provided herein, all vehicles, trucks and automobiles are prohibited from display or exhibit. MBIA sponsorship packages may include exclusivity agreements which will prohibit exhibits displaying products or services, including but not limited to sport utility vehicles, cars or sport trucks, other than those produced or marketed by the sponsoring organization. Products not actually exhibited within the Show shall not be represented by models, photographs, or any other means of graphic representation except that color photographic displays of Exhibitor owned used boats will be allowed to a maximum size of two (2) feet by four (4) feet easel-type. In the event that a product is not physically displayed at the Show by another Exhibitor, Exhibitor, if authorized to sell that product, may utilize signage indicating that Exhibitor is an authorized dealer for that product. The MBIA may, at any time, require Exhibitor to produce written evidence satisfactory to the MBIA that Exhibitor has the authority to sell all products to be exhibited. All products for which Exhibitor fails to provide such satisfactory written evidence upon request are prohibited from display or exhibit and shall be removed from the Show at Exhibitor's sole expense.

4. CONSTRUCTION OF EXHIBITS:

- a. Maximum back wall height permitted for any booth exhibit shall be eight (8) feet high plus a maximum of two (2) feet for signs; however, if a booth exhibit is positioned whereby the back wall of the booth serves as a side wall to another booth exhibit, the height can not exceed three (3) feet without approval in writing from the MBIA at least thirty (30) days in advance of the Show.
- b. Exhibitors shall be required to finish and decorate both sides of party walls of a booth exhibit in cases where neighboring Exhibitors have an open display. The MBIA shall have the right to finish and/or decorate any unfinished partitions, walls, cradles, trailers or backs of signs which are visible to the public and to charge for the cost of said work to the Exhibitor.
- c. No constructed walls enclosed within a bulk space may exceed three (3) feet in height unless plans therefore have been approved in writing by the MBIA at least thirty (30) days in advance of the date of the Show opening.
- d. Exhibitor shall not drive nails, hooks, tacks, screws or other devices into any part of the facility or affix matter thereto by paste, tape or adhesive or alter the facility in any respect. No damage of any nature whatsoever shall be done to the booth structures or to any part of the Exhibit Hall, and the Exhibitor shall be held fully responsible in the event that said damage does occur from whatever cause.
- e. Crepe paper, bunting, tissue paper or corrugated paper shall not be used as background, decoration or trim in any exhibit.
- f. No constructed walls may be erected in bulk floor spaces to separate adjoining Exhibitors unless plans therefore have been approved in writing by the MBIA at least thirty (30) days in advance of the date of the Show opening.
- g. Construction of a raised deck over all or a portion of the Exhibitor's exhibit space must have the written approval of the MBIA 60 days in advance of the move-in of the Show. Plans must be designed and certified for such use by a qualified licensed engineer (certification shall be supplied to MBIA upon request) and approved by Suburban Collection Showplace management after being authorized by MBIA. An additional exhibit space fee determined by the MBIA may be applicable for raised decks.
- h. Maximum side wall height for booths shall be three (3) feet for a minimum distance of six (6) feet from the front corner, unless plans therefore have been approved in writing by the MBIA at least thirty (30) days in advance of the date of the Show opening.
- i. The use of office trailers is discouraged; however, Exhibitors wishing to use office trailers must exhibit trailers in a space located on the perimeter walls of the Show, and be subject to review and approval by the MBIA. Exhibitor and/or Manufacturer semi-trailer/truck displays also will be authorized only on the perimeter walls of the exhibition hall.
- j. Exhibitors are responsible within the boundaries of their exhibit to adhere to the Americans with Disabilities Act (ADA).

5. BOAT DISPLAYS: To insure a timely move-in and out, the Show encourages exhibitors to displayed boats on boat trailers, unless easily unloaded by Exhibitor's mobile hydraulic lift equipment. Limited lifting equipment will be available within the hall by the Show's decorator, and must be contracted and paid for directly by the Exhibitor. No lifting service is provided by the Novi Boat Show.

6. BOATS AND BOAT TRAILERS: Boats and trailer tongues and wheels are not permitted to extend beyond the boundaries of the Exhibitor's rented space. Exhibitors found with boats or trailers beyond the borders of their booth are subject to removal of that boat and/or a fine of up to \$1,000 per occurrence. In addition to this being a violation of space contracted for, it is also a safety hazard. The Exhibitor agrees to decoratively identify and cover all tripping and overhead obstacles such as sternhead fittings and stern drop anchors, trailer tongue stands, loose wheels and hubs, to the satisfaction of the MBIA with drapery, paint, foil, or other decoration acceptable to the MBIA. Milk crates, concrete blocks or other construction materials are prohibited unless so decorated.

7. FIRE PREVENTION:

- a. All materials utilized in connection with an Exhibitor's exhibit or display area must be treated with a flame retardant and be made fireproof prior to the date of the opening of the Show.
- b. All boats, vehicles, and equipment exhibited in the Exhibit Hall shall have all fuel removed and batteries disconnected and taped prior to entry into the Exhibit Hall. Special display or demonstrator vessels and vehicles must be void of all fuel with tanks sealed with a locking type gasoline cap and purged.
- c. Smoking is prohibited in the facility at all times.
- d. Fire fighting and emergency equipment shall not be blocked or obstructed under any circumstances.
- e. Liquid propane tanks or any flammable materials are prohibited.

8. SIGNS: NO SIGNS OF ANY TYPE WILL BE HUNG FROM SUPPORT PILINGS OR PERIMETER WALLS:

All signs must be made of inflammable materials and are subject to the written approval of the MBIA prior to move-in. (Note sign limitations specified within these Rules and Regulations.) Signs that, because of the inferior quality of material or workmanship, are deemed by the MBIA to detract from the dignity of the Show or signs that block the perimeter of the Show and Suburban Collection Showplace signs and graphics shall be prohibited in the sole discretion of the MBIA.

a. Hanging/Banner Signs: Exhibitors may have banners and metal, plastic, etc. signs hung from the ceiling by the Show contractor in accordance with Suburban Collection Showplace guidelines within the perimeter of the exhibit space, and the cost to install and remove these signs are the full responsibility of the Exhibitor. Hanging signs/banners are only allowed over bulk space exhibits, must remain within the space boundaries, and may not contain or allude to discounts or prices. Hanging signs/banners cannot exceed 10'0" in height and 2,000 lbs. in weight. Exhibitors are required to oversee the hanging of signs by contractor. There can be no double hung (one banner above the other) banners unless you are against the wall. Interior banners must be double sided and cannot block the perimeter of the show.

b. Pricing Signs: MBIA has no interest in the prices at which the exhibitors are willing to sell their products but is interested in maintaining a high standard in displays and presentations. To ensure the maintenance of this standard, it is suggested that an exhibitor display only one (1) Official Boat Show price per item.

Signs should meet the following requirements:

i) Pricing signs may not exceed the maximum size of 18" x 23".

ii) Price decals and price stickers on boats are not allowed.

ii) All price signs displayed on boats or equipment must be quoted F.O.B. Metro Detroit.

iii) Reduction from the retail price will be permitted as a "Boat Show Special"; however, a quoted F.O.B. Metro Detroit price must be shown if a "Boat Show Special" price is listed.

c. Easel-type signs shall not exceed two (2) feet by four (4) feet.

d. No decorations or signs shall be placed or attached on building walls and ceilings by nails, tacks, screws, wire or adhesive tape without approval by MBIA and Suburban Collection Showplace. No Exhibitor may pin, staple, or otherwise affix signs, photographs, display materials or any other type of advertisement or material whatsoever to pipe and drape supplied by the MBIA. Any damages incurred as a result of violating this provision shall be charged to the Exhibitor.

e. A manufacturer's illuminated logo or product identification sign may be utilized in an exhibit.

f. Signage must be professionally and securely built and hung from the ceiling and/or floor mounted on stands or stanchions and secured in such a way to prevent said signs from falling and tipping over. If electrical, sign must conform to electrical codes required by Suburban Collection Showplace.

g. No signs of any type whatsoever shall exceed eight (8) feet in height from the floor of the Exhibit Hall, unless specially approved by the MBIA. Feather banners may be higher than 8 feet, but no wider than 3 feet.

h. Stickers and decals are prohibited everywhere in Suburban Collection Showplace; Stickers and decals showing company name and brand information are allowed on boats located on the show floor; Price decals and price stickers on boats are not allowed. Suburban Collection Showplace must approve use of helium balloons.

i. Laser type signs are permissible but display may only appear within the boundaries of the Exhibitor's booth, which is defined by the exhibit floor space and vertically up to the ceiling. Laser signs may appear on the wall space adjacent to an exhibitor only if that exhibitor has contracted for space directly across from and right up to that wall, and is limited to the width of the exhibitor space along that wall.

Any Exceptions to these rules must be approved by show management.

9. PUBLIC ADDRESS SYSTEMS, PICTURE PROJECTORS, MUSIC, SALES TAX, ETC.:

a. No public address system shall be used in any exhibit without the prior written approval of the MBIA.

b. The operation of sound picture projectors, radios, stereo equipment, computers or any other type equipment or mechanical device which may in the sole discretion of the MBIA interfere, annoy or otherwise disturb other Exhibitors shall not be permitted.

c. Music, either prerecorded or live, is strictly prohibited unless the Exhibitor has a music licensing agreement between the Exhibitor and the appropriate music licensing agency or agencies and pays appropriate fees. The MBIA will require proof of licensing and must approve music thirty (30) days prior to the Show. Notwithstanding the above, the MBIA reserves the right to prohibit all music during the Show.

d. Exhibitor is responsible for collection and remittance of appropriate MI Sales/Use Tax on sales conducted at the Show.

e. Alcoholic beverages shall not be brought into the exhibition hall and are subject to confiscation.

10. UTILITY SERVICE: Alternating current is available throughout the exhibit area (120 volts, 60 cycle), plus additional power needs can be arranged. All requests for the use of utilities must be approved by Suburban Collection Showplace's preferred electrical contractor and said expense shall be the sole responsibility of the Exhibitor. The MBIA will not be responsible for any special lighting expense and said expense shall be the sole responsibility of the Exhibitor. All electrical wiring and equipment shall meet the code requirements of the City of Novi.

11. EXHIBIT CARE:

- a. Exhibits shall be clean and orderly at the time the Show opens and shall be so maintained throughout the entire Show.
- b. An authorized representative of the Exhibit or the Exhibitor must be physically present in the Exhibitor's booth or at the Exhibitor's display area at all times during the hours that the Show is open.
- c. The space rented herein shall be subject to inspection by the MBIA after the Exhibitor removes materials at the conclusion of the Show and said space shall be clean and in good condition at the time of said inspection.
- d. A permit shall be required for any and all materials removed from the Exhibit Hall or display area at any time during the Show. Permits may be obtained at the Show Office.
- e. Exhibitor shall be responsible for any damage, caused by his or her staff member's negligence, to the exhibition hall or the Suburban Collection Showplace.

12. MOVING VEHICLES: The use of all artificial means of personal transportation, motorized or otherwise, is strictly prohibited in the Exhibit Hall at all times, whether for transportation, demonstration or otherwise, including but not limited to Segways (or other similar devices), vehicles, bicycles, scooters, roller blades, etc. Exceptions to this rule are for physically handicapped persons using wheelchairs, children in strollers, and golf carts and commercial vehicles operated by personnel specifically authorized by MBIA.

13. EXHIBITOR PARKING: Exhibitors must park in designated parking locations; otherwise Exhibitor's vehicle will be towed at the owner's expense.

14. RESPONSIBILITY FOR EXHIBITOR'S PROPERTY: Plain Clothes and/or Uniformed Guards shall be on duty twenty-four (24) hours a day during the duration of the Show but it is understood that the Exhibitor shall be solely responsible for providing protection for the Exhibitor's property and any miscellaneous items in the Exhibitor's booth or display area and Exhibitor agrees to provide and bear the sole responsibility for a lock box for such personal property and miscellaneous items. Exhibitor agrees to provide at its sole expense insurance protection against fire, damage, and theft to said personal property, miscellaneous items or materials utilized in connection with Exhibitor's exhibit or display area, marshalling areas and parking lots. MBIA provides event security and assists in determent of theft and damage whenever possible. Additionally, exhibitors are encouraged to keep valuables locked up and out of site whenever possible. Each exhibitor is required to have appropriate insurance coverage when exhibiting at MBIA produced boat shows to provide for any theft, injury, and damages, etc. MBIA Show Management does not support a policy for reimbursement for any loss or damages.

15. EXHIBITOR'S CREDENTIALS: Credentials will be issued in accordance with the Exhibitor Manual distributed prior to the Show. Any misuse of credentials will subject Exhibitor to the confiscation of his or her credential. Excessive abuse by an Exhibitor's staff will subject Exhibitor and his or her display to immediate removal from the Show and the cost of removal will be the sole responsibility of the Exhibitor.

16. PROHIBITION AGAINST TRANSFER OF SPACE AND SUBLEASING: The rights, duties, and obligations provided under the Application & Contract for Exhibit Space are exclusively Exhibitors. The subleasing, assigning, apportioning or any transferring of whatsoever nature of the space reserved herein, or any portion thereof, is prohibited without the express written consent of the MBIA. This applies to all entities whether they be for profit, non-profit, and whether they are selling or not selling products and/or services. b) 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. c) Applicant agrees to not intentionally misrepresent the true nature of the use of any portion of the assigned space. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of the MBIA.

17. MOVE-IN AND MOVE-OUT: Exhibitor's products and materials to be utilized in connection with Exhibitor's exhibit or display area shall be delivered to the Show premises only on the assigned move-in day. Exhibitors utilizing a common carrier or other means of transportation requiring unloading shall arrange for and be solely responsible for the cost of said services. All dismantling and removal of exhibit material shall occur in accordance with the terms of the Exhibitor Manual. When dictated by the Suburban Collection Showplace, event schedules may require Exhibitors to move their entire exhibits out of the exhibit hall by 11:59 pm on Sunday night, the last day of the Show.

18. PRINTED MATERIALS/ADVERTISING/PROMOTIONS:

a. Advertising material may be distributed by the Exhibitor at individual booths. Distribution of such material is prohibited in the aisles of the exhibit hall or any area outside of the individual booths. Upon request, all printed materials, advertising materials or promotions of Exhibitor are subject to review and approval by the MBIA. Theme characters, entertainers, mascots and similar type personnel must stay within the Exhibitor's display space unless otherwise authorized by Show management. Exhibitor shall not produce, market or distribute at the Novi Boat Show or through any public or private media, any printed material, advertising material or promotional material which, in the sole and absolute discretion of the MBIA, is contrary to the Novi Boat Show promotions or which negatively impact or are not in the best interests of the MBIA, the Novi Boat Show, Suburban Collection Showplace or the boating industry in general. Violations of such advertising prohibition shall subject Exhibitor to immediate removal from the Novi Boat Show and Exhibitor shall be responsible for all consequential damages as a result of such advertising or promotion.

b. Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on Web sites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse MBIA's trademarks, MBIA's marks, branding and other intellectual property. If, in the reasonable belief of MBIA, (i) Exhibitor's activities infringe on any of the MBIA's Web sites, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the MBIA marks on Web sites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the affiliation, connection, or association of MBIA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from MBIA's boat Show Web sites and to Exhibitor's space, the MBIA maintains the right to refuse space to Exhibitor at future boat Shows and to fine Exhibitor for lost revenue resulting from consumer confusion. MBIA's decision on all such matters shall be final.

19. POSTED REGULATIONS: Exhibitor agrees to comply with the Exhibitor Manual and all rules and regulations as the MBIA and the Suburban Collection Showplace may publish, post, and/or distribute from time to time during the Show and all federal, state and local ordinances.

20. PAYMENT FOR SPACE AND LIQUIDATED DAMAGES:

a) **Payment in full** pursuant to the terms specified on the enclosed Application & Contract for Exhibit Space is a condition precedent to utilization by Exhibitor of the space reserved herein. An Exhibitor delinquent in making the payments required hereunder or an Exhibitor with a past due balance shall be deemed to have forfeited the space reserved herein as of the date said delinquency occurs or past due balance became due. In the event that the Exhibitor is deemed to have forfeited the space reserved herein, the MBIA, in its sole discretion, may reassign the said forfeited space and retain as liquidated damages the sum or sums paid by Exhibitor prior to said delinquency occurring or said past due balance occurring. In the event that the Exhibitor fails to fulfill its obligation pursuant to the Application & Contract for Exhibit Space or any amendments thereto, violates the terms or provisions hereof or withdraws from the Show, the MBIA shall retain as liquidated damages any and all sums paid by said defaulting or withdrawing Exhibitor.

b. **Cash and ACH Payment Rebate:** If made by cash, ACH, and/or check, a 4% rebate will be given for each full installment payment received on or before its due date. Rebates are for cash and/or check payments only; credit card payments do not qualify for discounts. All qualified rebates will be paid by MBIA to Exhibitor in March.

21. INSURANCE:

a. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least U.S. \$1,000,000 for Personal Injury Liability and U.S. \$1,000,000 for Property Damage Liability, and shall name the MBIA as an additional insured. MBIA, in its sole discretion, may require additional insurance coverage from any Exhibitor.

b. Exhibitor shall carry Statutory Worker's Compensation insurance as required by the laws of the State of Michigan with Employer's Liability coverage limits of at least \$100,000 Dollars.

c. Proof of insurance, satisfactory to the MBIA, must accompany Application & Contract for Exhibit Space and shall be provided upon demand by MBIA. The MBIA must be named as an "additional insured" on your policy and it must state so on the certificate. If the MBIA does not have these items on file proving proper insurance and listing the MBIA as additional insured, exhibitors will not be allowed to move into the exhibit hall until insurance requirements are completed.

22. HOLD HARMLESS AND INDEMNITY AGREEMENT:

a. Exhibitor agrees to indemnify, defend, and save harmless the MBIA, Novi Boat Show, Sponsors, Suburban Collection Showplace, BOCO Enterprises, Inc., TBON, L.L.C., Epoch Enterprises, Inc., and their respective managers, officers, sponsors,

employees, agents, successors, and assigns from any suit or claim, for personal injury or for property damage or loss of use of property by whomsoever sustained on or about the Exhibitor's display or exhibition space or arising in any manner out of Exhibitor's participation in the Show unless said damage or injury is due solely to the negligence of the MBIA, Novi Boat Show, Sponsors, Suburban Collection Showplace, BOCO Enterprises, Inc., TBON, L.L.C., or Epoch Enterprises, Inc.

b. Exhibitor agrees to indemnify, defend, and save harmless the MBIA, Novi Boat Show, Sponsors, Suburban Collection Showplace, Inc., BOCO Enterprises, Inc., TBON, L.L.C., Epoch Enterprises, Inc., and their respective managers, officers, sponsors, employees, agents, successors, and assigns for loss or damage to the Exhibitor's property utilized in connection with Exhibitor's participation in the Show and the utilization of the marshalling areas.

23. ENFORCEMENT AND AMENDMENTS: The MBIA shall have the exclusive right to interpret and enforce all rules, regulations and provisions contained herein and the MBIA shall have the right to promulgate such further rules, regulations and provisions as it shall consider necessary for the proper conduct of the Show to include changing Exhibitor locations and Permissible Exhibits, and increasing or decreasing exhibit hall size. MBIA may cancel the Show either prior to or during the Show Dates and return to Exhibitor all or a pro-rata portion of the advance deposits paid by Exhibitor as Exhibitor's sole and exclusive remedy and MBIA shall have no further obligation to Exhibitor and the Application & Contract for Exhibit Space shall become null and void. By signing the Application & Contract for Exhibit Space Exhibitor agrees to comply with the rules, regulations and provisions of the Application & Contract for Exhibit Space and to further comply with the decisions of the MBIA in the interpretation and enforcement hereof. Notwithstanding anything herein to the contrary, in the event that an Exhibitor is deemed to be in breach of any of the items or provisions of the Application & Contract for Exhibit Space, said Exhibitor shall be subject to immediate removal from the Show and the cost of said removal shall be borne exclusively by said Exhibitor.

24. SEVERABILITY: It is mutually understood and agreed that all terms and provisions contained in the Application are severable and that in the event any of them shall be held to be invalid by any competent Court, this Application shall be interpreted as if such invalid term or provision or covenant were not contained in this Application.

KEEP THIS COPY FOR YOUR FILES.

When submitting an Application & Contract for Exhibit Space, Exhibitor agrees to exhibit pursuant to, and comply with, the Exhibiting Rules & Regulations and the Exhibitor Manual for the corresponding year of the Show. Rules and Regulations are also available at www.NoviBoatShow.com, in the Exhibitor Manual, and from the MBIA.

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