

Mercury

RACINE BOAT SHOW

Reefpoint Marina · Racine, WI
August 7-10, 2008



Produced by: Recreational Leadership Company, LLC
215 North Point Drive
Winthrop Harbor, IL 60096
(414) 916-5577 Phone (847) 872-1837 Fax
www.racineboatshow.com

Application & Contract for Space

Company Name		Contact person:
Address:		City, State, Zip
Email	Phone:	Fax:

Accessory Booths: \$400* per unit, \$200 for each additional unit, *\$375 if received by 5/1/08

1st Choice booth # _____ Total booths requested _____ total booth cost w/tax: \$ _____
 Total cost of booth _____ x 5.1% sales tax _____

Dry-Land Space: \$1.25 per square foot of booth size

1st Choice Row # _____ total dry-land space cost: \$ _____
 Total square feet requested _____ x \$1.25 (Non-taxable)

Dry-Land BROKERAGE Space: \$100 per boat < 30' \$125 per boat ≥ 30'

Total boats < 30' _____ total space cost: \$ _____
 Total boats ≥ 30' _____ (Non-taxable)

In-Water Space: \$3.15 per square foot (LOA x beam)

Total sq ft requested _____ Total # of boats _____ total space cost w/tax: \$ _____
 Total sq footage _____ x \$3.15 = _____ x 5.1% sales tax _____

In-Water BROKERAGE Space: \$1.00 per square foot (LOA x beam)

Total sq ft requested _____ Total # of boats _____ total space cost w/tax: \$ _____
 Total sq footage _____ x \$1.00 = _____ x 5.1% sales tax _____

TOTAL SPACE COST: \$ _____

50% DEPOSIT DUE WITH APPLICATION: \$ _____
 Payable to RLC Shows

50% BALANCE DUE BY JULY 1, 2008 \$ _____
 Full payment due if received after July 1st

Exhibiting companies that displayed at last year's Racine Boat have until May 1, 2008 to postmark their application with deposit for this year's show. After that date, space not applied for will be considered available for allocation to another exhibitor.

The terms and conditions set forth herein are binding on RLC Shows only after the application is executed by RLC Shows and returned to the Exhibitor. RLC Shows will not make any assignments of show space unless and until the exhibitor delivers the required deposit to RLC Shows. RLC Show's acceptance of the deposit is not to be construed as its acceptance of the application. RLC Shows will return the deposit to the Exhibitor (with no interest) promptly after RLC Shows determines that it will not accept the application. Once RLC Shows executes the application, the application becomes a binding contract between RLC Shows and the Exhibitor and includes all of the terms on both the face and reverse side of this application. The Exhibitor agrees to be bound by all such terms and conditions.

Your Name: _____ Signature: _____ Date: ____/____/____

RLC Management: _____ Date: ____/____/____

OFFICE USE ONLY

Space #	Space Rate	Dimensions	Total Sq. Ft.	Account #
Deposit Received	Check #	Balance due by July 1, 2008	Balance Received	Entered

RACINE BOAT & RV SHOW: TERMS, RULES AND REGULATIONS

SPACE PAYMENTS: No goods will be permitted to be placed in exhibit space until all payments for exhibit space are made in full. Any Exhibitor who fails to make all such payments when due, shall waive all rights in and to the use of assigned space. RLC Shows shall have full right to consider this contract terminated and retain, as liquidated damages, all monies paid. If Exhibitor cancels this contract or fails to exhibit, as provided herein, all payments made for space charges will be retained as liquidated damages.

CANCELLATIONS AND CUTBACKS:

Should the Exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), RLC Shows will refund all payments received only if written notice of the request for cancellations is received by RLC Shows before the contract is accepted and signed by RLC Shows.

Once a contract has been countersigned, written notice of cutback or cancellation must be sent to RLC Shows. A credit of funds received prior to that date will be issued according to the following formula:

75% credit – 91 days or more prior to the show's opening day.

50% credit – 90 days to 61 days prior to the show's opening day.

25% credit – 60 days to 31 days prior to the show's opening day.

No credit – 30 days or less prior to the show's opening day.

Credits will be held on account to be applied to the following years show, but must be used within 18 months of written notice of cancellation.

For all exhibitors requesting a space reduction, RLC Shows reserves the right to relocate the exhibit or reconfigure as determined by show management.

DISPLAY SPACE: RLC Shows will provide display space as indicated on this contract and official floor plan insofar as possible, but reserves the right to make and change as necessary in case of emergency, and in the interest of any Exhibitor, should some unforeseen situation arise. Sub-letting or donation of space, partially or in its entirety, is not permissible without the written consent of RLC Shows.

MOVING IN OF DISPLAYS AND MATERIALS: The Exhibitor will deliver and set up his equipment for display on the designated days preceding the beginning of the show. The Exhibitor will remove his equipment on the designated days after the show closes.

LATE ARRIVALS: Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by RLC Shows or if no alternative is available, may forfeit their show participant rights.

OTHER DISPLAY RULES:

Boats may not be displayed on cinder or styrofoam blocks

No signs, stanchions or other material may be nailed, screwed or affixed to docks or any other property of Reefpoint Marina.

All in-water and RV exhibitors will be subject to on-site audits and invoiced for additional square footage accordingly.

Motorized vehicles displayed in Show exhibits will be properly blocked and immobilized.

Exhibits must be staffed during all show hours.

Exhibit removal prior to the final day's close of the show is strictly forbidden.

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

GENERAL CONDUCT: All interviews, demonstrations and the distribution of all literature must be confined to the actual exhibit space covered by this contract. Demonstrations and presentations shall be conducted in a dignified manner without excessive noise or other interference with the neighboring or adjoining exhibits. Any and all interpretations as to what constitutes objectionable noise or interference with the conducts of the Show shall be made solely by RLC Shows. Exhibitor agrees to abide by all such interpretations made by RLC Shows. It is the responsibility of Exhibitor to register for, collect, & report appropriate sales taxes. Boats on display in the water may not leave their mooring during the run of the show. RVs on display may not leave their designated spaces during the run of the show.

INDEMNIFICATION: Exhibitor without regard to assignment, lease sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Racine Boat and RV Show, Reefpoint & Belle Harbor Marina's, Racine Harbor Marina LLC, County of Racine, City of Racine, Recreational Leadership Company LLC, RLC Shows and their managers, Board of Directors, officers, agents and employees from all losses, claims, liability, damage, actions, judgments recovered from or assessed against Exhibitor or above named indemnity, plus expenses (including, without limitation, attorney's fees and expenses) (i) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space of hall; (ii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or use of the space.

INSURANCE:

RLC Shows shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. Exhibitor is required to follow and use any of the security arrangements made by RLC Shows 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:

Workers compensation and employer's liability insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that state's governing authorities.

Comprehensive general liability insurance, including blanket contractual liability insurance naming Recreational Leadership Company, LLC as an additional insured, with limits of \$1,000,000 combined single limit or bodily injury and property damage or commercial general liability insurance naming Recreational Leadership Company, LLC as an additional insured with 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.

All-risk property insurance covering all of Exhibitor's property brought into or used in connection with the show, including the move-in and move-out periods with insurance coverage to be set forth in and insurance policy that includes (A) a waiver of subrogation against Recreational Leadership Company, LLC its shareholders, directors, officers, employees and agents, and (B) 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 RLC Shows if requested by RLC Shows prior to or following the show.

DESTRUCTION OF PREMISES: RLC Shows will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to any of the following causes:

By reason of the premises in which the Show is to be located being before or during the Show, destroyed by fire or other calamity.

By an act of God, public enemy, strikes, statutes, governmental action, or any other cause beyond RLC Show's control.

PRODUCTS: Only those related products, which meet the approval of RLC Shows and are specifically listed on the contract, will be permitted in the show. Requests to include additional products or items must be made in writing to RLC Shows.

COPYRIGHTS: Exhibitor hereby assumes all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions or devices that are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless RLC Shows and its directors, officers and employees from any claims, damages, costs or expenses including legal, which might arise out of or in connection with such incorporation or use.

AMENDMENTS:

RLC Shows shall have full power in the interpretation and enforcement of all terms, rules and regulations and any further stipulations considered necessary for the proper conduct of the Show.

RLC Shows reserves the right to make such additional conditions, rules and regulations as it deems necessary to assure the success of the Show, for Exhibitors and RLC Shows.

Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle RLC Shows to terminate RLC Show's obligations under this contract.

Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the show space.

USED/BROKERAGE:

See *Used/Brokerage Guidelines page for additional restrictions on preowned product.*