



Application & Contract WINTER 2010

February 5 - 14, 2010 ★ Dallas Market Hall ★ Dallas, Texas

Please **TYPE** or **PRINT** using ink. Complete, sign and return this original with your deposit. PLEASE MAKE A COPY OF BOTH SIDES OF THIS APPLICATION CONTRACT FOR YOUR RECORDS. A confirmation letter and invoice for your remaining payment, and exhibitor service kit will be sent to you at the address you list below. Please address all applications, correspondence and make checks payable to: **Show Management Professionals, 131 Degan; Suite 103A, Lewisville, Tx. 75057.** For questions regarding your participation in this event . . . please call Bron Beal, Executive Director, Dallas Boat Show, Inc. at (469) 549-0673. **MAKE CHECKS PAYABLE TO SHOW MANAGEMENT PROFESSIONALS, LTD.**

ALL SPACE ASSIGNMENTS WILL BE MADE BEGINNING OCTOBER 16, 2009. All previous Winter Show exhibitors must have contracts and deposits postmarked by **OCTOBER 16, 2009** to assure assignment of space. All contracts and deposits not postmarked **before OCTOBER 16, 2009** will be assigned on a first come, first served basis. **ALL BALANCES DUE AND FINAL PAYMENTS MUST BE MADE 45 DAYS PRIOR TO THE SHOW (DECEMBER 24, 2009).** Applications received after December 24, 2009 must be paid in full at the time of submittal. The Dallas Boat Show reserves the right to request payment by cash or cashier's check at any time.

- The undersigned, ("Exhibitor") hereby applies for space in the Dallas Winter Boat Show, scheduled to be held at Dallas Market Hall, Dallas, Texas, February 5 - 14, 2010. This application covers the event only, during the dates noted above, and is not binding for future participation in any DBS, Inc. event.

COMPANY NAME: _____

SHOW CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

PLEASE PROVIDE VALID EMAIL, ALL SHOW CORRESPONDENCE WILL BE SENT VIA EMAIL!

- LOCATION PREFERENCES/SPACE ASSIGNMENT:** Please indicate below your preference for location of exhibit space. Space assignments will be made, by Show Management, with consideration for the below preferred location(s). All space assignments are made for the best interest of the total show and it is to be understood that Show Management reserves the right to make the final space assignment or to change the space assignment after the exhibitor's application is accepted, should it be necessary.

BOOTH DESCRIPTION	BOOTH NUMBERS			TOTAL S.F.	RATE	AMOUNT DUE
	CHOICE 1	CHOICE 2	CHOICE 3	USE CHOICE 1	PER S. F.	TOTAL S. F. X S. F RATE
INSIDE OPEN SPACE (DEALERS ONLY)					\$4.00	
INSIDE 10' X 10' BOOTH SPACE (100 SF ea)					\$8.95	
TENT OPEN SPACE					\$4.00	
TOTAL AMOUNT DUE ON ALL SPACE (TOTAL SQUARE FOOTAGE OF CHOICE X RATE)						\$

- DEPOSIT ENCLOSED:** Please find enclosed my deposit check in the amount of \$ _____ for 50% of the total space rental stated above, and we or I, further agree to pay the balance on or before **December 24, 2009**. Please base the deposit amount on your first choice, you will receive an invoice indicating the balance due on the actual space that is assigned to you, if it is different than the requested space. **Your check must accompany this application and be made payable to Show Management Professionals. Applications received without deposit, shall not be honored as complete and space shall not be assigned until the deposit is received.**

- PRODUCTS AND/OR SERVICES TO BE EXHIBITED:** THIS MUST BE COMPLETED BY EACH EXHIBITOR! To aid the Dallas Boat Show in assigning exhibit space and to determine eligibility to exhibit, please indicate the products and/or services to be exhibited during the contracted period of this event. **ALL BOAT DEALERS MUST list all boat lines that will be displayed at the event.** Any additional lines that are obtained after this contract has been submitted, and will be shown at the event, must be submitted in writing to Show Management, prior to move-in.

To be displayed: _____

AUTHORIZED SIGNATURE OF ACCEPTANCE: This contract shall not be binding unless and until it is accepted and approved in writing by the Dallas Boat Show, Inc., by the signature of its duly authorized representative affixed below (deposit of your check does not constitute contract acceptance.) The rules and regulations printed on the reverse side hereof shall constitute part of this contract and the exhibitor agrees to abide and conform thereto. In witness whereof, applicant has caused this contract to be signed by an office of the company or person duly authorized. Further, we understand that this application/contract covers the 2010 WINTER SHOW only and that all future shows will require the submission of a new application.

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

DBS, INC. SIGNATURE OF ACCEPTANCE: _____ DATE: _____ BOOTHS: _____

Rules and Regulations

This Show is a presentation of The Dallas Boat Show, Inc. ("DBS"), Dallas, Texas, 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, DBS's application, interpretation, and construction of said rules and regulations shall be final and conclusive. Breach of any rule or regulation may lead to dismissal from the Show with no recourse to demand refund or to claim damages on such grounds.

A. ELIGIBILITY TO EXHIBIT -An Exhibitor desiring to exhibit boats/services and offer same for sale at retail during the annual Dallas Boat Show must: 1. Be an active retail dealer in the North Texas area unless specific written approval is obtained from DBS. 2. Be established for at least one year prior to the show at a business location which includes service facilities sufficient to perform usual and customary warranty work on boats sold locally. 3. Be the current factory/manufacturer's authorized dealer for the lines that will be displayed. 4. Conduct business in a way not to damage the reputation and good standing of The Dallas Boat Show. Final assignments of space will be made by the management of The Dallas Boat Show, who may consider, among other matters, (1) participation in winter and summer shows, (2) Exhibitor with less than maximum space allowed, (3) Dallas metropolitan dealer, and (4) product lines to improve show's acceptance.

B. USAGE OF EXHIBIT SPACE -The space of the Exhibitor is to be used solely for the purposes set out in its contract with DBS, and it is agreed that the Exhibitor will not assign, sublet, or apportion the whole or any part of the space allotted. Any such assignment or subletting in violation of this agreement shall forfeit all rights of Exhibitor under this agreement and Exhibitor's property and all other property occupying such space shall be subject to removal forthwith from the space at Exhibitor's own proper cost and expense. Exhibitors are not permitted to display used boats in the show nor any new boat older than one year without specific written approval by Show Management. No factory direct selling is permitted in open area exhibits. No catalog sales are permitted. No automobiles may be displayed without specific written approval by Show Management. No boats, campers or RV's will be permitted to remain in the immediate parking lots during show hours. No forklifts, other than those supplied by the Drayage and Decorating Contractor are permitted on the show floor at any time. For security reasons, the building must be vacated one hour after the Show closes.

Exhibitors shall conduct their business, distribute promotional material only within the confines of their exhibit space. 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. Any assigned open or booth area may be moved to another location at any time by Show Management without any damages or refunds. If there is no other location to which said Exhibitor may be moved, DBS will refund all monies paid by said Exhibitor and shall be released from any and all claims of damages, loss, cost, or expenses sustained or incurred by the exhibitor by reason of such cancellation.

No open space exhibit may have dividers, drapes, foliage or any constructed barrier in excess of 6'. Open spaces are defined as all areas other than 10'x 10' booths. Closing booths may not exceed 6' in height. 10' x 10' booth Exhibitors must have a legitimate exhibit in booth areas. Exhibitors are not allowed to set up with only table and signs to solicit names and prospects. 10' x 10' booth displays may not exceed 10' in height across the back, nor may they extend out, on either side, further than 5' from the back, at a height greater than 4'. No display may obstruct the aisle view, from either direction, or another display. The booth price of this contract includes 8' high back drape, 3' high divider drape and a 7" x 44" ID sign. Electrical service is not furnished by DBS, Inc. but may be obtained on a rental basis from the exclusive Electrical contractor of the hall. Disturbing noises or other objectionable forms of attracting attention to an exhibit will not be allowed. The usage of loud speakers, amplification devices or other noise making devices is prohibited. All fire regulations must be adhered to in accordance with the local, state and federal specifications. All display materials, including props, decorations and all fabrics or other materials used in decoration must be Flame-proofed and electrical equipment must meet specifications of all codes.

The Sale of Food or Beverage items for on or off premises consumption requires special permission from Show Management. Food or Beverage items may be sampled within Show Premises only when approved by Show Management. NO ALCOHOLIC BEVERAGE may be brought into the premises during the contract period.

C. PAYMENT FOR AND CANCELLATION OF EXHIBIT SPACE - Exhibitor agrees to pay in full the contracted price no later than the dates specified on the contract. In the event that the full price for this space is not paid, DBS shall have the right to re-let this space to another party for such prices as it may then be able to obtain and Exhibitor shall be liable to DBS for the difference between the contracted price and any lesser price it may obtain. In the event that the contracted prices is not paid and this contract is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through Probate, Bankruptcy, or other judicial proceedings, then Exhibitor agrees and promises to pay all attorney fees. DBS shall have a 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 set out in this contract. In the event the Exhibitor does not occupy contracted space, or fails to comply in any other respect with the terms of this contract, DBS 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 the terms of this contract.

However, in the event Exhibitor decides to cancel its exhibit and notifies DBS of its intention not to display in the space, the following refund provisions will apply: if written notice of such Intention is received by DBS 90 days or more prior to the first day of show move-in, any amount paid in excess of 25 percent of the total contract obligation will be refunded to Exhibitor. If written notice of such Intention is received by DBS 89-30 days prior to the first day of show move-in, any amount paid in excess of 50 percent of the total contract obligation will be refunded to Exhibitor. If written notice of such Intention is received by DBS less than 30 days prior to the first day of show move-in, nothing will be refunded to Exhibitor.

D. SUBLETTING OF SPACE. Exhibitors will display only merchandise outlined on this contract. Exhibitors are prohibited from assigning, sharing, donating, subletting a space or any part of the exhibit space to anyone else.

E. CONTESTS, PROMOTIONS AND MODELS. No giveaways, raffles, donations or other promotional measures are allowed unless by written authorization of Show Management. Uniformed attendants, models, and other employees must be dressed in good taste and remain in spaces occupied by their employers.

F. INSTALLATION AND DISMANTLING OF EXHIBITS. In installing, conducting, and removing exhibits, the Exhibitor is to comply with local Union regulations of the Building in which the Show is presented. Exhibits are to be completely installed by the time indicated by DBS. Exhibits are to be installed and removed at the expense of the Exhibitor. All exhibits shall remain in place and shall not be dismantled until after the official closing of the Show. All exhibits, displayed products and other material and property of the Exhibitor must be removed by Exhibitor after the close of the Show no later than the time indicated by DBS. Any failure to comply with any of the above shall result in Exhibitor losing the right to exhibit in future DBS events.

G. MUSIC AND OTHER COPYRIGHTED MATERIAL Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in Exhibitor's booth or display. No Exhibitor will be permitted to play, broadcast, or have performed any music or use any other copyrighted material without first presenting to DBS proof satisfactory that the Exhibitor has or does not need, a license to use such music or copyrighted material. Exhibitor is hereto made aware that licensing agencies have the right to impose stiff fines and legal cost on exhibitors using licensed music. DBS will not assume any such fines or costs. DBS reserves the right to remove from the exhibit hall any or all parts of the Exhibit which incorporates copyrighted material for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses. The Exhibitor shall remain liable for all loss, cost, claims, causes of action, suits, damages, liability, expenses and attorney fees, arising from or out of any violation (or claimed violation) by Exhibitor.

H. EXHIBITORS INSURANCE & WAIVER REQUIREMENTS. Exhibitor agrees to procure and to maintain in force during the entire period of Exhibitor's presence at the Show: Policies of Automobile and Commercial General Liability Insurance, including Products and Completed Operations, with limits of not less than \$500,000 per occurrence for bodily injury, personal injury and property damage, etc. Workers Compensation Insurance to satisfy the statutory requirements of the State of Texas. A broad form policy of property insurance covering all risks of physical loss, including coverage for fire, theft, vandalism, and all extended coverage perils, on Exhibitor's property in the full amount of the replacement value thereof, endorsed such that the insurer waives its rights of subrogation against The Dallas Boat Show, Inc., Show Management, the owners of the facility, and their employees, so that DBS, Show Management, the owners of the facility, and their employees shall never become responsible for loss to or damage of Exhibitor's property. DBS requires receipt of an acceptable certificate of insurance before Exhibitor will be permitted to move into the Show.

I. CONTINGENCIES. DBS reserves the right to cancel this contract in case of specified premises shall be destroyed or so damaged as to render them un-tenantable or unfit for use for the purpose specified, by fire, Acts of God, the elements or any other cause, or should any occurrence of circumstances beyond the control of DBS 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 after deducting there from a pro rata share of actual expenses incurred in connection with said Show, are to be promptly returned to the Exhibitor by DBS, and upon the return of the same DBS is to be released from any and all claims for damages, loss, costs, or expense sustained or incurred by the Exhibitor by reason of such cancellation. DBS shall not be held responsible for loss, claims of loss, suits or expenses incurred, resulting from fire, storm, acts of God, Building failure or any occurrence of circumstances beyond the control of DBS, that in any way delay the timely opening of the show or interrupt the scheduled duration of the show.

J. LIMITATION OF LIABILITY. The exhibitor agrees to indemnify and hold harmless DBS and Market Hall, in which this exhibition is being held, and their Officers, Agents, and Employees against all claims, losses, suits, and damages, judgments, expenses, costs, and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. DBS shall not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storm, Acts of God, air conditioning or heating failure, theft, or any other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk.

The Exhibitor agrees to indemnify DBS against and hold it harmless for any claims and for all damages, costs, and expenses, including without limitation, attorney's fees, and amounts paid in settlement incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his Agents or Employees.

K. LEGAL. Any controversy or claim between the parties hereto arising out of or related to the provisions of this Agreement or the breach thereof, shall be settled by arbitration by one arbitrator in Dallas in accordance with the Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action under this agreement shall be Dallas County.

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provision shall not be affected.

L. SALE OR TRANSFER OF EXHIBITOR'S BUSINESS. In the event of the sale or transfer of a substantial portion of the assets of Exhibitors business or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, Exhibitor shall communicate in a timely fashion this fact to DBS, which will determine in its sole discretion whether to terminate the previous contract and request the successor firm to file a new application.