

FORT MYERS BOAT SHOW CONTRACT FOR EXHIBIT SPACE

THIS AGREEMENT, entered into on the acceptance date (as shown on the reverse side) by and between the SOUTHWEST FLORIDA MARINE INDUSTRIES ASSOCIATION (hereinafter referred to as SWFMIA) and the Exhibiting Company (hereinafter referred to as Exhibitor).

WITNESSETH: For and in consideration of the rental sum (identified on the reverse side as "TOTAL ALL SPACE" or as may be amended by invoice) including the agreements and covenants contained herein, and the faithful and timely performance by EXHIBITOR of such agreements and covenants, SWFMIA hereby grants to EXHIBITOR the right to use the confirmed space designated (see reverse side) as indicated on the official layout of the FORT MYERS BOAT SHOW located on a portion of the properties known as the HARBORSIDE EVENT CENTER, CENTENNIAL PARK, AND FORT MYERS CITY YACHT BASIN for the period of time indicated in the Exhibitors Manual for the installation, display and removal of exhibit materials and for no other purpose and shall display and exhibit only those products or services directly related to the design, construction and use of recreational boating and the marine industry.

This agreement is made and entered into upon the following terms and conditions which are mutually agreed to by both parties.

1.) All decisions regarding space assignment, nature and style of exhibit, floor management before, during and after show hours; interpretations and enforcement of rules and regulations including such amendments and further rules and regulations as may be considered necessary for the proper conduct of the show and all other matters pertaining to the show shall be made by the Board of Directors of SWFMIA or THE JOHN GOOD COMPANY, INC. (the duly appointed representative of SWFMIA). SWFMIA reserves the right to make changes in space assignment when, in its sole discretion, it is in the best interests of the show to do so. If such change is made, EXHIBITOR has the right to cancel this agreement and will receive a full refund for any payments made toward the space. It is agreed that the full refund of any fee paid by exhibitor will constitute the sole damages for any such change in assignment.

2.) Neither SWFMIA, THE JOHN GOOD COMPANY, INC., the CITY OF FT. MYERS, or their duly appointed representatives shall be liable or responsible for any injury to exhibitors or their employees or their guests or visitors while within the space or spaces contracted for by the EXHIBITOR; nor shall said parties be liable for the loss of any goods from any cause whatsoever while the same are in transit to or from the show, or while they are in the exhibit area. EXHIBITOR shall be responsible for obtaining insurance at their own expense and shall provide a Certificate of Insurance to SWFMIA. EXHIBITOR shall be solely responsible for insuring that all ramps, stairs or boarding devices within or leading into their exhibit space or boats shall be of a type normally suited for such purposes and shall comply with all applicable building codes and safety standards. EXHIBITOR will receive from show management an Exhibitors Manual containing information on services provided and specific rules and regulations. Exhibitor agrees to be bound by rules and regulations to be contained in the Exhibitors Manual which by reference thereto is made a part of this agreement.

3.) Neither SWFMIA, THE JOHN GOOD COMPANY, INC., the CITY OF FT. MYERS, or their duly appointed representatives shall have any liability whatsoever for any adverse effect on the SHOW or the EXHIBITOR from any occurrence, including but not limited to fires, strikes, governmental intervention, weather or other acts of God or forces of nature, defaults of suppliers or vendors, or any other occurrence beyond the reasonable control of SWFMIA. It is further agreed that any decision by SWFMIA regarding the conduct or cancellation of the SHOW as a result of such occurrence shall not create any liability on the part of SWFMIA, THE JOHN GOOD COMPANY, INC., the CITY OF FT. MYERS, or their duly appointed representatives to the EXHIBITOR except that if the EXHIBITORS space has not been made available to the EXHIBITOR a refund of any fees paid will be made after a pro rata share of SHOW expenses is deducted. It is further agreed that SWFMIA shall have sole discretion to change or adjust the hours or days of the SHOW, or the times that the EXHIBITOR is allowed access to the show. Such change in hours shall not be considered a breach of this agreement or constitute grounds for any refunds to be made by SWFMIA to the EXHIBITOR.

4.) Brokerage boats must be clean and in good condition. Only participating new boat dealers or licensed Yacht Brokers are eligible to display brokerage boats. SWFMIA reserves the right to refuse any boats, which, in SWFMIA's, opinion do not meet these standards.

5.) INSURANCE REQUIREMENTS: Each Exhibitor is required to carry general liability insurance to cover participation in the show. Exhibitors are responsible for all occurrences involving their company, display area, products, vehicles, customers, or employees. Requirements are as follows: Minimum Limit - \$500,000.00. Southwest Florida Marine Industries Association must be named as additional insured. Certificate must be received at least ten days prior to the show.

6.) Exhibitor agrees not to allow any sub contractor, independent contractor, or individual not employed by exhibitor to work within their space in any manner whatsoever unless exhibitor has received prior approval from SWFMIA. Approval requirements will include but not be limited to proof of liability insurance and proof of workers compensation insurance. SWFMIA, at its sole discretion, reserves the right to deny access to the show to any company or individual.

7.) It is the sole responsibility of the EXHIBITOR to complete this agreement in full including the section provided hereinbelow for listing products and services that will be a part of the display. SWFMIA reserves the right to refuse any products or services that are not listed below, or which in the sole discretion of SWFMIA are not considered in the best interest of the show for any reason whatsoever.

8.) All applicable electrical, fire and health department rules and regulations and all city, state and federal laws shall be complied with.

9.) EXHIBITOR agrees to set up all displays and products within the time limits described in the Exhibitors Manual for set-up. If EXHIBITOR fails to move in within the prescribed time and EXHIBITORS space is no longer available, SWFMIA shall not be liable for any refund of payments, and EXHIBITOR agrees that any unpaid balance on this space will still be paid in full by EXHIBITOR.

10.) Exhibitor may not sub-lease, assign, or apportion their space. No more than one firm may exhibit in a single space without the written permission of Show Management.

11.) EXHIBITOR shall conduct business only within the confines of their space.

12.) Exhibit shall be manned during all show hours.

13.) EXHIBITOR shall be required to keep their space neat and attractive. Homemade or handwritten signs are prohibited. Display may not create a visual block that will detract from adjoining displays. Excessive noise is prohibited.

14.) EXHIBITOR agrees to remove all products, display materials, trailers, vehicles, or other possessions of EXHIBITOR within the time allowed for breakdown as described in the Exhibitors Manual. Any such materials left by EXHIBITOR will be disposed of or removed and placed in storage at the EXHIBITORS sole expense.

15.) Cash and carry sales are permitted. EXHIBITOR is responsible for collecting and paying all applicable taxes. A receipt must be given to customer listing each item purchased.

16.) Boat, trailer or other displays are not permitted in the surrounding parking lots during show hours.

17.) The City of Ft. Myers retains all rights to food service. No food or drink may be brought into the show at any time.

18.) Deposits for space are not refundable once assigned by show management. If EXHIBITOR should cancel their space or fail to occupy their space, SWFMIA reserves the right to reassign or dispose of the space in any way it considers to be in the best interests of the show. SWFMIA further reserves the right to pursue any means available under law to collect payment for the space canceled or not occupied by the EXHIBITOR.

LIST BELOW THE BOATS, PRODUCTS OR SERVICES YOU WILL HAVE ON DISPLAY
