



1. Acceptance of Regulations. Sacramento Valley Marine Association (“SVMA”) hereby authorizes Exhibitor to participate in the aforementioned Show in a space assigned by the SVMA in consideration of the payment set forth on the first page of the Space Contract for Exhibit Space (“Agreement”), on the dates set forth on the first page of the Agreement, and subject to the terms and conditions of these Boat Show Rules and Regulations (the “Regulations”). Exhibitor agrees that the Regulations are part of the Agreement and that Exhibitor is subject to them. This space assignment is for this Show only and no proprietary rights or space rights are inferred by the Agreement or these Regulations. The SVMA expressly reserves the right to alter, change or modify the space allocation system for all future shows. Neither the Agreement nor these Regulations constitute a rental agreement. The show is open to all firms which market recreation products and services in the greater Sacramento Area. The SVMA reserves the right to reject any application, which in the opinion of Boat Show Management cannot be accommodated into the Shows guidelines, plans and procedures. If SVMA rejects the Exhibitor’s application or cancels Exhibitor’s space, then SVMA shall refund any fees collected. Boat Show Management will place all exhibitors in the show and give special consideration to large purchasers of space and previous exhibitors. The date the application is received by the SVMA will also be considered.
2. Exhibit Limitation. Exhibitor agrees to exhibit only those products listed on Agreement and no others, and only in the space assigned by SVMA. Notwithstanding the foregoing, SVMA reserves the right to alter space assignments in order to conform to the display requirements of the State of California, City of Sacramento and the SVMA Boat Show Management Rules & Guidelines.
3. No Assignments. Exhibitor may not assign the Agreement or let another use any part of its assigned space without the express written consent of the SVMA. SVMA may not assign the Agreement to any other entity without the prior written approval of Exhibitor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
4. Non-Refundability. Exhibitor acknowledges that 100% of the exhibit space payment is a non-refundable deposit after the non-refundable date of January 1st of prior to the show in any given show year, except if SVMA rejects the Exhibitor’s application or cancels Exhibitor’s space.
5. Indemnity:
 - a. Exhibitor shall indemnify, defend, and hold harmless the SVMA and its respective officers, directors, 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.
 - b. Exhibitor shall further indemnify, defend, and hold harmless the SVMA and its respective officers, directors, employees, agents, successors, and assigns for loss or damage to the Exhibitor's property utilized in connection with Exhibitor's participation in the show.
6. WAIVER OF LIABILITY. EXHIBITOR EXPRESSLY AGREES THAT SVMA IS NOT RESPONSIBLE FOR AND SHALL INCUR NO LIABILITY WHATSOEVER FOR ANY INJURIES TO EXHIBITOR, ITS EMPLOYEES OR AGENTS, OR FOR ANY DAMAGE TO OR LOSS OF PROPERTY OWNED OR CONTROLLED BY, OR IN THE CUSTODY OF EXHIBITOR OR ITS EMPLOYEES, NO MATTER WHAT THE CAUSE. EXHIBITOR EXPRESSLY WAIVES AND RELEASES SVMA, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS FOR INJURIES, DAMAGE OR LOSS. UNDER NO CIRCUMSTANCES SHALL THE SVMA BE LIABLE FOR ANY LOSS OF SALES OR OTHER CONSEQUENTIAL DAMAGES.



7. Assumption of Risk. Exhibitor assumes all risks and hazards connected with its exhibit. In the event the Show does not open, the SVMA's sole liability to the Exhibitor shall be the return of all exhibit space payments. If the Show is canceled in part, or delayed, the SVMA shall not be liable in any way to the Exhibitor.
8. Insurance:
 - a. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$1,000,000 for Property Damage Liability, and shall name the SVMA, Inc. as an additional insured. The SVMA, 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 California.
 - c. Prior to SVMA's acceptance of this Agreement, Exhibitor shall deliver to the SVMA proof of insurance, satisfactory to the SVMA, and shall further be provided to the SVMA upon demand. Exhibitors shall name the SVMA as an "additional insured" on its policy and it must state so on the certificate.
9. Boat Displays; Exhibit Care:
 - a. Exhibitor will not cause any damage to any portion of its assigned space. Exhibitor agrees to pay for any such damage that it causes upon demand.
 - b. Boats, motors, 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 at Exhibitor's expense.
 - c. Exhibits shall be clean and orderly at the time the show opens and shall be so maintained throughout the entire show.
 - d. An authorized representative of 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.
 - e. Exhibitors are responsible within the boundaries of their Exhibit to adhere to the Americans with Disabilities Act.
10. Fire Prevention:
 - a. All materials utilized in connection with an Exhibitor's exhibit or display area must be made of fire proof material and 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 or 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. Firefighting and emergency equipment and signage shall not be blocked or obstructed under any circumstances.
 - d. Liquid propane tanks or any flammable materials are prohibited.



11. Permissible Activities:

- a. 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.
- b. Exhibitors shall not offer or prepare food or drinks to the general public, and under no circumstances can an Exhibitor serve alcohol to employees, guests or attendees while on site.

12. Legal Compliance. Exhibitor agrees to comply with all state, federal and local laws, regulations and codes governing its activities and the use of space assigned to it. Exhibitor further agrees to comply with regulations and procedures of Cal Expo, City of Sacramento, County of Sacramento and State of California. It is further understood that any costs or assessments which may be levied or incurred by an enforcement of the regulations and procedures will be the responsibility of the exhibitor.

13. Termination. If in the judgment of the SVMA, Exhibitor fails to comply with these Regulations, the Agreement, or the regulations, laws or codes specified in Section 13 of these Regulations, SVMA may terminate Exhibitor's right to use of its assigned space and the SVMA may remove its exhibit and store such exhibit. Exhibitor will be liable to SVMA for such storage costs. Exhibitor further agrees that, in such event, it shall lose all rights to the assigned space and will not be entitled to a refund of any of the sums paid hereunder. After ten (10) days, the SVMA may dispose of the property upon giving the Exhibitor five (5) days' notice of its intention to do so. Sections 4, 5, 6, 7, 8, 15, 19, 20, and 21 shall survive such termination.

14. **LIQUIDATED DAMAGES FOR CERTAIN REMOVALS. IF EXHIBITOR DISMANTLES OR REMOVES ANY PART OR ALL OF ITS EXHIBIT PRIOR TO THE OFFICIAL CLOSING TIME ON THE FINAL DAY, EXHIBITOR AGREES TO PAY SVMA \$500.00 AS AND FOR LIQUIDATED DAMAGES, AND NOT AS A PENALTY OR FORFEITURE. THE AMOUNT OF LIQUIDATED DAMAGES REPRESENTS A REASONABLE ESTIMATION OF THE DAMAGES THAT THE SVMA WOULD INCUR AS A RESULT OF EXHIBITOR'S DISMANTLEMENT OR REMOVAL OF ANY PART OR ALL OF ITS EXHIBIT PRIOR TO THE OFFICIAL CLOSING TIME ON THE FINAL DAY, AND SUCH LIQUIDATED DAMAGES SHALL BE THE SVMA'S SOLE REMEDY AND RIGHT TO DAMAGES ONLY FOR EXHIBITOR'S BREACH OF ITS COVENANT AS STATED IN THIS SECTION 16.**

15. Arbitration; Civil Action for Indemnity. The parties agree that any dispute arising under this agreement or in any way connected with the operation of the Show shall be subject to arbitration according to the rules of the American Arbitration Association. Exhibitor agrees that SVMA may bring civil action for indemnity against Exhibitor.

16. Move In/Move Out Schedule. Exhibitor agrees to comply with the move-in and move-out schedule established by the SVMA, and the SVMA shall not be liable for any loss caused by move-in or move-out delays. Exhibitor is responsible for all trucking expenses.

17. **SVMA ACCEPTANCE AS CONDITION PRECEDENT. EXHIBITOR UNDERSTANDS THAT THIS AGREEMENT IS NOT EFFECTIVE OR BINDING UNTIL ACCEPTED IN WRITING BY THE SVMA.ACCEPTANCE OF SPACE PAYMENT IS NOT ACCEPTANCE OF THIS AGREEMENT.**

18. Prize Offerings. Exhibitor must notify Boat Show Management in writing 10 days prior to show opening of merchandise, services or other prizes being awarded to Boat Show Attendees. Such give-a-ways must be approved by Boat Show Management. SVMA must be notified of the name(s)and addresses of winners within 10 days following the close of the show.



19. Enforcement; Amendments:

- a. The SVMA shall have the exclusive right to interpret and enforce these Regulations, and the SVMA 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 or Exhibit size.
- b. The SVMA 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 SVMA shall have no further obligation to Exhibitor.
- c. By signing the Agreement, Exhibitor agrees to comply with these Regulations, and to further comply with the decisions of the SVMA in the interpretation and enforcement hereof.
- d. Notwithstanding anything herein to the contrary, in the event that an Exhibitor is deemed to be in breach of any of these Regulations, said Exhibitor shall be subject to immediate removal from the show and the cost of said removal shall be borne exclusively by said Exhibitor.

20. Entire Agreement; Waiver:

- a. These Regulations, together with the Agreement, contain the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, understandings, and agreements (whether oral or written) between them with respect thereto.
- b. No failure or delay by any party in exercising any right, power, or privilege under these Regulations and Space the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

21. Governing Law; Severability:

- a. These Regulations and the Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to its conflicts of laws provisions.
- b. In the event any provision (or any part of any provision) contained in these Regulations and the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) therein, and these Regulations and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.