



2010 BOSTON RV & OUTDOOR EXPO

JANUARY 15-18, 2010 AT THE BAYSIDE EXPO CENTER



APPLICATION & CONTRACT FOR EXHIBIT SPACE

The Company/Division identified below ("Exhibitor") applies to **New England Recreation Vehicle Dealers Association, Inc.** ("NERVDA" or "Sponsor") for exhibit space at the Event identified above, on the terms and conditions of this Application plus the terms and conditions of participation in the Event on the reverse side.

Company/Division:			
Exhibitor Name for Event Guide:		Tax ID Number, if different from below:	
Legal Entity Name:		Tax ID Number:	
Address Line One:			
Address Line Two:			
City:	State/Province:	Zip/Postal Code:	Country:
Mailing Address (if different from above):			
Primary Contact/Title:		Cell Phone Number at Expo:	
Phone:		Fax:	
E-mail Address:		Web Site Address:	

EXHIBIT SPACE PREFERENCES:

1st Choice:	Space #:	Dimensions:	x	Total Square Footage:
2nd Choice:	Space #:	Dimensions:	x	Total Square Footage:
3rd Choice:	Space #:	Dimensions:	x	Total Square Footage:

Management will make reasonable efforts to accommodate Exhibitor s requests.

TYPE OF PRODUCTS/SERVICES TO BE DISPLAYED: (Dealers, please list manufacturer s lines you will represent in your exhibit space)

Products to be displayed:

TYPE OF EXHIBIT SPACE (please initial appropriate items, either **A, B** or **C**) **ASSOCIATION MEMBER:** YES NO

A. Standard Exhibit Space: 8 x 10, 9 x 10 or 10 x 10 booth. Rate \$595.00; **Discounted to \$565.00** for a reciprocal internet link on your internet home page from 12/16/09 through 1/19/10. Includes 8' Back drape, 3' side drape, rectangular 7" x 44" ID sign, *Internet Link, Program & Exhibitors Guide* listing by company, and Exhibitor Services Manual.

B. Bulk Exhibit Space (up to 600 s.f.): Rate \$5.95 per sq. ft. **Discounted Rate of \$5.65 per sq. ft.** for a reciprocal internet link on your internet home page from 12/16/09 through 1/18/10; Includes exhibit space, rectangular 7" x 44" sign, *Internet Link, Program & Exhibitors Guide* listing by company, and Exhibitor Services Manual.

C. Bulk Exhibit Space (over 600 s.f.): Rate \$2.80 per sq. ft.; **Discounted Rate of \$2.55 per sq. ft.** for a reciprocal internet link on your internet home page from 12/16/09 through 1/18/10; Includes exhibit space, rectangular 7" x 44" sign, *Internet Link, Program & Exhibitors Guide* listing by company, and Exhibitor Services Manual.

Total Fee for Exhibit Space:

\$ _____ per square foot rate selected above X _____ total square feet = \$ _____ **Total Exhibit Space Rental**

SPACE PAYMENT TERMS: Dealer Exhibitor agrees to pay at least fifty (50%) percent of the exhibit space rental fee with this signed agreement. Exhibit space must be fully paid one hundred (100%) percent on before **December 10, 2010**. Notwithstanding the foregoing, 10' by 10' Exhibitors agree to pay 100% of the exhibit space rental fee with this signed agreement.

Make check payable to: **New England Recreation Vehicle Dealers Association, Inc. or NERVDA** and mail with one signed copy of this contract to:

NERVDA
 c/o Sheehy & Hewitt
 231 Chief Justice Cushing Highway (Rte 3A)
 Cohasset, MA 02025

Contracts should be mailed with a check and should also be faxed to 781-383-6708. For credit card payment information, call 781-383-6717.

The individual signing this binding contract warrants that authorization has been duly granted to execute the contract on behalf of Exhibitor.

Authorized Signature:	Title:
Name (printed):	Date:

For Internal Use Only:

Accepted by Sponsor: _____ Date: _____

Space # Assigned: _____ Space Dimensions: _____ x _____ Total Sq. Ft. _____ Type of Exhibit Space: _____

If Applicable: Sponsorship Program: \$ _____ Promotion Products: \$ _____ **Total Amount Due: \$ _____**

Received With Contract: \$ _____ Date: ____/____/____ **Second Payment: \$ _____ Date: ____/____/____**

Third Payment: \$ _____ Date: ____/____/____ **Final Payment: \$ _____ Date: ____/____/____**

ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. **LOCATION OF EXHIBITS / ACCURACY OF FLOOR PLAN:** All measurements and exhibit space layouts shown on the exhibition floor plan are as accurate as possible, but Sponsor reserves the right to make modifications to exhibit hall, exhibit space, booth assignments, etc. as may be necessary to adjust the floor plan at any time to correct mistakes, improve accuracy, and best serve the needs of Sponsor and all Exhibitors.
2. **EXHIBITOR COMMUNICATIONS:** Exhibitors will be required to abide by rules and guidelines which will be included in the Exhibitor Services Manual, and may also be sent via separate correspondence in the form of e-mail, fax or letter.
3. **INSTALLATION AND REMOVAL TIME:** Exhibitor will be advised in writing of specific move-in and move-out times. Failure to abide by move-in and move-out schedules may result in added costs, change or forfeiture of exhibit space or removal of Exhibitor's materials by Sponsor at Exhibitor's expense.
4. **EXHIBIT AND CONFERENCE HOURS:** The dates and location identified on the reverse side of this contract may be modified by information subsequently sent to Exhibitor. Sponsor will confirm actual exhibit hours and the number of days and dates of the Exhibition in the Exhibitor Service Manual prior to the event date. Exhibitor shall not during the Exposition or the two-day period before the first day of any conference by Sponsor, conduct, promote, refer to, endorse or sponsor any functions, classes, seminars, exhibits or similar marketing functions within 50 miles of said Exposition other than (i) the exhibition provided in this contract or (ii) functions approved by Sponsor and held at a location authorized by Sponsor in writing.
5. **CANCELLATION / DEFAULT / RELOCATION / REMEDIES**
 - a. In the event Exhibitor cancels all or part of the exhibit space, the following provisions shall apply: (i) if written notice of cancellation is received by Sponsor prior to **November 1, 2009**, Exhibitor shall pay a cancellation fee equal to thirty (**33.33%**) per cent of the total exhibit space rental fee (ii) if written notice of cancellation is received by Sponsor prior to **November 1, 2008**, Exhibitor shall pay a cancellation fee equal to sixty-five (**66.66%**) per cent of the total exhibit space rental fee (iii) if written notice of cancellation is received by Sponsor on or after **November 1, 2008**, Exhibitor shall pay the full amount (**100%**) of the total exhibit space rental fee (iv) All cancellation fees are payable immediately upon cancellation. All payments made to Sponsor under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by Sponsor and Sponsor's lost or deferred opportunity to provide exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages.
 - b. If Exhibitor does not make full payment when due under the terms of this contract, Sponsor may terminate this exhibit space held for Exhibitor and Exhibitor shall be responsible for payment to Sponsor of all amounts which would have been due Sponsor under the terms of subsection (a) above, if Exhibitor had canceled this exhibit space as of the date of such termination. All other provisions of this contract will continue in force until canceled by Sponsor.
 - c. In the event Sponsor cancels the exposition due to unforeseen events, full refunds will be provided, payable in the order which funds were received by sponsor.
 - d. If Sponsor relocates the exposition due to unforeseen events, or must determine other key matters regarding the event location, dates, rates etc., then **NERVDA** shall determine the best course of action as decided by vote at a meeting of the Association Membership.
6. **DEFAULTS:** This contract shall be governed, constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts. In the event that it shall be necessary for Sponsor to bring suit, enforce any of its rights hereunder or to defend itself against suits brought against Sponsor by Exhibitor, Sponsor shall be entitled to recover all costs of such suits including reasonable attorney's fees.
7. **USE OF EXHIBIT AND PROMOTIONAL ACTIVITIES:** All demonstrations or other promotional activities must be confined within the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by its demonstrations or other promotions. Exhibitor must take all necessary steps, including the employment of shielding and/or other safety devices, to protect attendees, other exhibitors and all other Exhibitor's materials, including, but not limited to, equipment that is operable, which might cause bodily harm. All of Exhibitor's materials must be a flameproof material or be made flameproof. **AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitors must be in full compliance with the Americans with Disabilities Act. During all days of any Exposition produced by Sponsor, except as otherwise provided herein or through advertising contained in regularly published periodicals, electronic media and related recurring promotional vehicles, Exhibitor shall not promote its products or organization within 500 yards of any exhibit location without written prior authorization of Sponsor. Exhibitor may not promote exhibits, conferences, displays or other marketing or sales activities conducted during the Exposition outside of its exhibit space without prior written approval of Sponsor. Except in certain limited circumstances involving parent corporations, their wholly owned subsidiaries and sister corporations, when approved in writing in advance by Sponsor, Exhibitor shall not assign, sublet or share the exhibit space allotted. Exhibitor and its agents may display and solicit business only for the goods manufactured or dealt in by Exhibitor in its regular course of business and as shown in STATEMENT OF THE NATURE OF TYPE OF PRODUCTS TO BE DISPLAYED on the reverse of this agreement. Exhibitor may not display or offer nudity or sexually explicit or similarly offensive products, demonstrations, presentations, literature or other related matter, including the content of its products. Exhibitor should closely adhere to the provision on "Use of Exhibits--sound systems and use of live or taped copyright music" as described in the Exhibitor Services Manual. In the event of such restriction or removal action, Sponsor shall not be liable for any refunds or other Exhibitor expenses.
8. **TAXES, LICENSES, SECURITY, INSURANCE AND LIABILITY:** Exhibitor shall be responsible for obtaining any licenses, permits and insurance under all local, province, state, federal or legally entitled entities, laws and regulations applicable to its activity at the Exposition, including tax identification numbers and payment of all taxes, license fees or other charges that shall become due. Sponsor will provide guard service to the perimeter of the exhibit hall during the hours when the exhibit area is closed. However, Exhibitor is solely and fully responsible for its own exhibit material and other property at all times, regardless of its location. Neither Sponsor nor its agents or representatives will be responsible for any injury, loss or damage that may occur to Exhibitor or to Exhibitor's employees or sub-contractors and agents or the property belonging to any such party. Under no circumstances will Sponsor be liable for lost profits or other incidental or consequential damages. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. To the maximum extent permitted by applicable law, Sponsor's liability for damages hereunder shall not exceed the amount of fees paid by Exhibitor to Sponsor pursuant to this Agreement.
9. **INVITEE OR LICENSEE.** Anyone visiting, viewing, or otherwise participating in Exhibitor's exhibit space is deemed to be the invitee or licensee of Exhibitor, rather than the invitee or licensee of Sponsor. Exhibitor is solely liable for any injury to its property or to persons participating in the conduct of the exhibit or its invitees and guests, or any party or individual(s) designated by Exhibitor as their agent(s), and assumes full responsibility and liability for acts and omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority.
10. **INDEMNIFICATION.** Exhibitor agrees to defend, indemnify and hold harmless Sponsor, **additional insureds and indemnities**, exhibit hall, and their officers, employees, agents, sub-contractors, successors and assigns from any suit or claim for loss or damage (including, but not limited to death, personal injury, and/or property damage) arising out of, or in connection with Exhibitor's act or failure to act under this agreement.
11. **INSURANCE.**
 - a. Prior to the November 10, 2008, a RV or Motor Vehicle Dealer EXHIBITOR shall secure and shall maintain from January 11, 2010 through January 19, 2010, and all other Exhibitors shall secure and shall maintain from January 11, 2010 through January 19, 2010, at its own expense, the following insurance:
 - i. Workers Compensation Insurance: Statutory Coverage A in Massachusetts and Other States Insurance Coverage C applying to all states except ND, OR, WA, WV and WY, Employer's Liability Coverage B with a minimum limit of not less than \$100,000.00 Each Accident; \$500,000.00 Disease-Policy Limit; and, \$100,000.00 Disease-Each Employee.
 - ii. Comprehensive General Liability Insurance with a minimum of \$1 million per occurrence and \$1 million in the aggregate for bodily injury and property damage, including the so called "broad form endorsement", which will name as primary insureds **NERVDA**, its officers, directors, employees, sub-contractors and agents and the exhibit hall as additional **insured's and indemnities**. Medical payment must be included for at least \$5,000.00 per incident. Exhibitor further agrees to waive its rights of subrogation against Sponsor and all insured parties.
 - iii. For RV & Motor Vehicle Dealer Exhibitors only, Automobile Liability Insurance with limits not less than \$1,000,000.00 Combined Single Limit for bodily injury and property damage including coverage for Licensee's owned, non-owned and hired vehicles.
 - b. Commercial General Liability insurance policies required hereunder shall name as additional insureds those persons and entities named as Additional Insureds in Article 1. The policies shall be primary for the named and the Additional Insureds.
 - c. The Certificate of Insurance or policies shall provide that they may not be canceled or materially changed without thirty (30) days advance written notice to the Licensor. The Licensee's failure to provide such certificates or policies, as the case may be, within the period specified herein shall constitute a breach of the Licensee's duties and obligations.
12. **ADDITIONAL INSUREDS AND INDEMNITIES:** The term additional insureds and indemnities referred to in this document shall mean the following entities and persons: New England Recreation Vehicle Dealers Association, Inc. (NERVDA), CMAT 1999 - C2 200 Mount Vernon Street, LLC, KeyPoint Partners, LLC, Ballantine Management Group of Virginia, LLC, and any of their affiliate corporations or other business entities, its members and managers, and officers and directors and the officers, directors, members, employees, agents, representatives, successors and assigns of each of the forgoing entities.
13. **RETURNED CHECKS.** Exhibitor shall be subject to a \$100.00 collection charge for any check or credit charges which are returned unpaid or payment is refused for any reason.
14. **WARRANTY.** There is no other agreement or warranty between Exhibitor and Sponsor except as set forth in this document.
15. **ASSIGNMENT.** Sponsor may assign this agreement or its responsibilities to any other party.
16. **WAIVER OF RIGHTS.** The rights of Sponsor under this contract shall not be deemed waived except when specifically stated in writing and signed by an authorized officer of Sponsor.
17. **FORCE MAJEURE.** Sponsor, its officers, directors, employees, sub-contractors and/or agents shall not be liable for failure to perform their obligations under this contract as a result of fire, flood, tempest or any other such cause, as a result of government intervention, malicious damage, acts of war, strikes, lock-out, labor disputes, riots, acts of God, or any other cause beyond their control.
18. **CAPTIONS.** The captions of the several provisions of this agreement have been inserted for convenience only and do not constitute part of this agreement.

Exhibitor's Initials _____