

2020 Rules and Regulations Governing Exhibition

1. PERMISSIBLE EXHIBITS: Only products and services identified on the Application & Contract for Exhibit Space and approved by the Michigan Boating Industries Association ("MBIA") are authorized to be displayed at the Progressive Metro Boat Show ("Show"). New current and non-current products shall be exhibited by current manufacturer authorized dealers, authorized by the manufacturer to sell those models. Upon request Exhibitor shall provide the MBIA with manufacturer statements of origin or other similar proof of dealer's ownership of said product or authorization to sell said product. Exhibitors who violate the rules on permissible exhibits are subject to a fine and the cost of removal of these products from the Show. Any products discovered in the Exhibit areas, not in accordance with the terms of the Application & Contract for Exhibit Space, may be removed at Exhibitor's expense and, since the parties recognize that it is practically impossible to determine the actual damage that would result if Exhibitor breaches this provision, Exhibitor agrees to pay to MBIA the sum of U.S. \$1,000 for each violation as liquidated damages.

2. PERMISSIBLE ACTIVITIES: Each Exhibitor recognizes that the Show is an opportunity to showcase products and promote the industry, as well as an opportunity to sell products. 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. We request exhibitors also refrain from entering other exhibits, taking pictures of competitive products, using competitor exhibits for employee orientations or training during the Show, or otherwise causing any disruptions during the Show. In order to grow our industry, exhibitors must work together to maintain the highest standards of excellence and professionalism not just with the consumer, but also with other exhibitors.

3. PRODUCTS TO BE EXHIBITED: Exhibitor shall specifically identify products and services to be displayed in the space provided on the Application & Contract for Exhibit Space. Any products not so listed or submitted to the MBIA for written approval at least thirty days prior to the opening date of the Show, shall be removed from the Show at Exhibitor's expense. A limited number of new sport utility vehicles, cars and sport trucks may be part of an exhibit, provided there is prior written approval from the MBIA 30 days in advance of the Show, which approval shall be at the sole and absolute discretion of the MBIA. MBIA sponsorship packages may include exclusivity agreements, which will prohibit exhibits displaying products or services, including but not limited to sport utility vehicles, cars, or sport trucks, other than those produced or marketed by the sponsoring organization. Products not actually exhibited within the Show shall not be represented by models, photographs, or any other means of graphic representation except that color photographic displays of Exhibitor owned used products will be allowed to a maximum size of two (2) feet by four (4) feet easel-type. In the event another Exhibitor does not physically display a product at the Show, another Exhibitor, if authorized to sell that product, may utilize signage indicating that Exhibitor is an authorized dealer for that product. The MBIA may, at anytime, require Exhibitor to produce written evidence satisfactory to the MBIA that Exhibitor has the authority to sell all products to be exhibited. All products for which Exhibitor fails to provide such satisfactory written evidence upon request are prohibited from display or exhibit and shall be removed from the Show at the Exhibitor's sole expense.

4. CONSTRUCTION OF EXHIBITS:

- a. Maximum back wall height permitted for any booth exhibits inside the main tent shall be seven feet high; however, if a booth exhibit is positioned whereby the back wall of the booth serves as a side wall to another booth exhibit, the height can not exceed three feet without approval in writing from the MBIA at least 30 days in advance of the Show.
- b. Maximum side wall height for booths shall be three feet for a minimum distance of six feet from the front corner, unless plans therefore have been approved in writing by the MBIA at least 30 days in advance of the date of the Show opening.
- c. Exhibitors shall be required to finish and decorate both sides of exhibit walls in cases where neighboring Exhibitors have an open display. The MBIA shall have the right to finish and/or decorate any unfinished partitions, walls, cradles, trailers or backs of signs, which are visible to the public, and to charge for the cost of said work to the Exhibitor.
- d. No constructed walls enclosed within a bulk space may exceed three feet in height unless plans therefore have been approved in writing by the MBIA at least 30 days in advance of the date of the Show opening.
- e. Exhibitor shall not drive nails, hooks, tacks, screws or other devices into any part of tent structures, trees or marina docks or affix matter thereto by paste, tape or adhesive or alter the tent structures or marina docks in any respect. No damage of any nature whatsoever shall be done to the booth tent structures or marina docks or to any part of Lake St. Clair Metropark, and the Exhibitor shall be held fully responsible in the event that said damage does occur from whatever cause. Usage of zip-ties is allowed.
- f. Crepe paper, bunting, tissue paper or corrugated paper shall not be used as background, decoration or trim in any exhibit.
- g. No cutting branches or trees.

- h. Exhibitors using office trailers must place trailers in a space that will not negatively impact or block adjoining displays, unless authorized 30 days in advance of the show by MBIA.
- i. Exhibitors are responsible within the boundaries of their exhibit to adhere to the Americans with Disabilities Act (ADA).
- j. Exhibitors displaying boats in the water must provide adequate dock lines (min. 6) and fenders (min. 4) per vessel displayed.
- k. Exhibitors displaying in-the-water must keep any boarding devices, signs or other display materials from protruding more than 12" in from the edge of the dock.
- l. Nothing may be placed on the docks or in aisles which may present a safety hazard or obstruction.
- m. Exhibit display and items must remain within the confines of the contracted exhibit space. Exhibitors whose exhibit items infringe on either neighboring space or aisle space are subject to fine and/or removal of exhibit item(s).
- n. Exhibits should be constructed to allow easy access to boats displayed on water so as to allow boarding with no tripping or falling hazards. Show retains the right to inspect and demand change or alteration to facilitate safety for Show attendees.

5. PRODUCT DEMONSTRATIONS: Exhibitor, at its own risk, may invite customers and guests onto any watercraft, vehicle or recreational product contracted by the Exhibitor and exhibited in the show. Demonstrations are solely at the risk of the Exhibitor and consumer and/or guest, and proper liability releases must be executed by same. Boat and other motorized product demonstrations may not take place during Show hours unless in designated demo area. Motorized demonstrations are allowed in the mornings prior to Show opening or in the evening after the Show closes, with the approval of MBIA. All demonstration product or replacement product must be back in place prior to Show opening each day as to not pose a hazard or disruption to the Show.

6. FIRE PREVENTION:

- a. All materials utilized in connection with an Exhibitor's display area must be made of fireproof material and treated with a flame retardant and be made fireproof prior to the date of the opening of the Show.
- b. Smoking is prohibited in tents, food service areas, on marina docks, on boats, and show walkways at all times.
- c. Fire fighting and emergency equipment shall not be blocked or obstructed under any circumstances.
- d. Liquid propane tanks or any flammable materials are prohibited.
- e. Storage of cleaning materials, rags, etc. that may cause a fire hazard must be removed from the Show.
- f. All electric plugs must be wrapped, and off the ground.
- g. All tents are required by the fire marshal to have a fire extinguisher in plain sight in case of emergency. Exhibitors with tents, outside the main entrance tent are required to provide their own, 10# ABC, up-to-code extinguisher. For more information contact the Harrison Twp. Fire Dept. at (586) 466-1450.**

7. SIGNS:

All signs must be made of inflammable materials and are subject to the written approval of the MBIA prior to move-in. (Note sign limitations specified within these Rules and Regulations.) Signs that, because of the inferior quality of material or workmanship, are deemed by the MBIA to detract from the professionalism of the Show or signs that block park or marina signs and graphics shall be prohibited in the sole discretion of the MBIA.

- a. Exhibitors may display banners and metal, plastic, etc. signs within the perimeter of the exhibit space and the cost to install and remove these signs are the full responsibility of the Exhibitor.
- b. Signs that connect land space to water exhibits, that traverse the marina walkway, must be at least 12 feet high and 10 feet wide to allow emergency services vehicles to drive under them.
- c. Any sign or banner must be secure and capable of withstanding strong winds.
- d. Pricing Signs:** MBIA has no interest in the prices at which the exhibitors are willing to sell their products but is interested in maintaining a high standard in displays and presentations. To ensure the maintenance of this standard, it is suggested that an exhibitor display only one (1) Official Boat Show price per item. Signs should meet the following requirements:
 - i) Pricing signs may not exceed the maximum size of 18" x 23"
 - ii) Price decals and price stickers on boats are not allowed
 - ii) All price signs displayed on boats or equipment must be quoted F.O.B. Metro Detroit.
 - iii) Reduction from the retail price will be permitted as a "Boat Show Special"; however, a quoted F.O.B. Metro Detroit price must be shown if a "Boat Show Special" price is listed.
- e. Easel-type signs** shall not exceed two (2) feet by four (4) feet.
- f. No decorations or signs shall be placed or attached on building walls and ceilings by nails, tacks, screws, wire or adhesive tape without approval by MBIA and Lake St. Clair Metropark. No Exhibitor may pin, staple, or otherwise affix signs, photographs, display

materials or any other type of advertisement or material whatsoever to tents, park signs, trees and MBIA signs. Any damages incurred as a result of violating this provision shall be charged to the Exhibitor.

g. A manufacturer's illuminated logo or product identification sign may be utilized in an exhibit.

h. Signs cannot block neighboring exhibits in Booths or Boardwalk exhibits.

i. Stickers and decals are prohibited everywhere in Lake St. Clair Metropark; Stickers and decals showing company name and brand information are allowed on boats located on the show floor;. Helium balloons are discouraged.

j. Exhibitors are required to take caution and securely hang overhead signs.

Any exceptions to these rules must be approved by Show Management.

8. PUBLIC ADDRESS SYSTEMS, PICTURE PROJECTORS, MUSIC, SALES TAX, ALCOHOL, ETC.:

a. No public address system shall be used in any exhibit without the prior written approval of the MBIA.

b. The operation of sound picture projectors, radios, stereo equipment, computers or any other type equipment or mechanical device, that which may in the sole discretion of the MBIA, on interfere, annoy or otherwise disturb other Exhibitors shall not be permitted.

c. Music, either prerecorded or live, is strictly prohibited unless it is non-licensed or the Exhibitor has a music licensing agreement between the Exhibitor and the appropriate music licensing agency or agencies and pays appropriate fees. The MBIA may require proof of licensing and must approve music 30 days prior to the Show. Notwithstanding the above, the MBIA reserves the right to prohibit all music during the Show.

d. Exhibitor is responsible for collection and remittance of appropriate MI Sales/Use Tax on sales conducted at the Show.

e. Alcoholic beverages shall not be brought into the designated show areas and are subject to confiscation.

9. UTILITY SERVICE: Electrical current may not be available in all display areas. MBIA must approve all requests for the use of utilities not included with exhibiting fees and any work or labor performed in connection with said use must be performed by MBIA's authorized contractor. All electrical wiring and equipment shall meet the code requirements of Harrison Township. All electrical cords must be wrapped and off ground. The South marina has 30 & 50 AMP power in slips 1-56. Slips 72 – 92 (parallel parking slips) have no power. The North Marina has 30 AMP power in slips 99-146. There are gaps in the slip numbering system. Along the Boardwalk there are street light fixtures which have 110 Watt (1600 Watt maximum) plug-ins.

* Proper code adherence is required.* You can use your own UL- approved extension cords, power strips and surge suppressors designed for outdoor use. Exhibitors are allowed to bring only diesel generators which are quiet enough for neighboring businesses to conduct business in a normal conversation level. Show management has the right to shut down generators which are too loud and disruptive to other exhibitors. MBIA will try to accommodate the electrical needs of all our exhibitors by utilizing and supplementing the existing infrastructure. Please provide your detailed electrical needs to MBIA and we will notify you if there is a fee associated with your request.

10. EXHIBIT CARE:

a. Exhibits shall be clean and orderly at the time the Show opens and shall be so maintained throughout the entire Show.

b. An authorized representative of the Exhibit or 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.

c. Exhibitor is responsible for vacuuming carpet, if used, in contracted exhibit area.

d. The space rented herein shall be subject to inspection by the MBIA after the Exhibitor removes materials at the conclusion of the Show and said space shall be clean and in good condition at the time of said inspection.

e. Removal of any display materials from a display area or from the Show at any time during the Show must be approved by MBIA.

f. Exhibitor shall be responsible for any damage, caused by his or her staff member's negligence, to Lake St. Clair Metropark property.

11: MOVING VEHICLES: The use of all artificial means of personal transportation, motorized or otherwise, is strictly prohibited in the common areas of the Show (walkways, entrances, food/beverage areas, etc.) at all times, whether for transportation, demonstration or otherwise, including but not limited to Segways (or other similar devices), vehicles, bicycles, scooters, roller blades, hover boards, golf carts, etc. Exceptions to this rule are for physically handicapped persons using wheelchairs, children in strollers, golf carts and commercial vehicles operated by personnel specifically authorized by MBIA. Non-motorized recreational products can be demonstrated within the perimeters of the Exhibitor's designated exhibit space or space specifically allocated by MBIA for demonstrations on land or in the water during show hours. Motorized recreational products can be demonstrated within the perimeters of the Exhibitor's designated exhibit space or space specifically allocated by MBIA for demonstrations on land or in the water during non-show hours, with MBIA approval.

12. DRONES AND OTHER AIRBORNE PRODUCTS

Use of drones at the Progressive Metro Boat Show is prohibited anywhere on property. Additionally, it is prohibited at the Show to distribute objects and materials designed to be thrown or propelled, or otherwise leaving your personal control. It is also prohibited to actively propel objects or material into the air anywhere throughout the Show, including within any Exhibitor space or any of the Show aisles.

13. RESPONSIBILITY FOR EXHIBITOR'S PROPERTY: Plain Clothes and/or Uniformed Guards will be on duty 24 hours a day during the duration of the Show but it is understood that the Exhibitor shall be solely responsible for providing protection for the Exhibitor's property and any miscellaneous items in the Exhibitor's booth or display area and Exhibitor agrees to provide and bear the sole responsibility for a lock box for such personal property and miscellaneous items. Exhibitor agrees to provide at its sole expense insurance protection against fire, damage, and theft to said property, miscellaneous items or materials utilized in connection with Exhibitor's exhibit or display and Show parking lots.

14. EXHIBITOR'S CREDENTIALS: Credentials are to be used for employees only and will be issued in accordance with the Exhibitor Manual distributed prior to the Show. Any misuse of credentials will subject Exhibitor to the confiscation of his or her credential. Excessive abuse by an Exhibitor's staff will subject Exhibitor and his or her display to immediate removal from the show and the cost of removal will be the sole responsibility of the Exhibitor.

15. PROHIBITION AGAINST SUBLEASING AND TRANSFER OF SPACE: The rights, duties, and obligations provided under the Application & Contract for Exhibit Space and Rules & Regulations Governing Exhibition are exclusively Exhibitors.

a) The subleasing, assigning, apportioning or any transferring of whatsoever nature of the space reserved herein, or any portion thereof, is prohibited without the express written consent of the MBIA. This applies to all entities whether they are for profit, non-profit, and whether they are selling or not selling products and/or services. b) Applicant agrees not to allow use of any portion of the assigned space for another individual or company that is auxiliary to, related to or secondary to the applicant. c) Applicant agrees to not intentionally misrepresent the true nature of the use of any portion of the assigned space. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of the MBIA.

16. SHOW MOVE-IN/MOVE-OUT SCHEDULE:

Exhibitor agrees to comply with the Progressive Metro Boat Show schedule of Move-In and Move-Out. Exhibitor's products and materials to be utilized in connection with Exhibitor's exhibit or display area shall be delivered to the Show premises only on the assigned move-in day. All dismantling and removal of exhibit material shall occur in accordance with the terms of the Exhibitor Manual. Exhibitors utilizing a common carrier or other means of transportation requiring unloading shall arrange for and be solely responsible for the cost of said services. All Exhibitors must be fully moved-in by the end of move-in schedule. Those who move in late are subject to late fees.

17. PRINTED MATERIALS/ADVERTISING/PROMOTIONS:

a. Advertising material may be distributed only by the Exhibitor within its exhibit space. Distribution of such material is prohibited in the tent aisles, walkways or any area outside of the individual booths, bulk space or dock space. Theme characters, entertainers, mascots and similar type personnel must stay within the Exhibitor's display space unless otherwise authorized by MBIA. Upon request, all printed materials, advertising materials or promotions of Exhibitor are subject to review and approval by the MBIA. Exhibitor shall not produce, market or distribute at the Show or through any public or private media, any printed material, advertising material or promotional material which, in the sole and absolute discretion of the MBIA, is contrary to the Show promotions or which negatively impact or are not in the best interests of the MBIA, the Show, Huron Clinton Metropolitan Authority, Lake St. Clair Metropark or the boating and outdoor recreation industry in general. Violations of such advertising prohibition shall subject Exhibitor to immediate removal from the Show and Exhibitor shall be responsible for all consequential damages as a result of such advertising or promotion.

b. Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse MBIA's trademarks, MBIA's marks, branding and other intellectual property. If, in the reasonable belief of MBIA, (i) Exhibitor's activities infringe on any of the MBIA's websites, or (ii) Exhibitor's activities, including Exhibitors using, without permission, the MBIA marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the affiliation, connection, or association of MBIA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from MBIA's websites and to Exhibitor's space, the MBIA maintains the right to refuse space to Exhibitor at future shows and to fine Exhibitor for lost revenue resulting from consumer confusion. MBIA's decision on all such matters shall be final.

18. POSTED REGULATIONS: Exhibitor agrees to comply with the Exhibitor Manual and all rules and regulations as the MBIA and the Huron Clinton Metropolitan Authority may publish, post and/or distribute from time to time during the Show and all federal, state and local laws and ordinances.

19. PAYMENT FOR SPACE AND LIQUIDATED DAMAGES:

Payment in full pursuant to the terms specified on the attached Application & Contract for Exhibit Space is a condition precedent to utilization by Exhibitor of the space reserved herein. An Exhibitor delinquent in making the payments required hereunder or an Exhibitor with a past due balance shall be deemed to have forfeited the space reserved herein as of the date said delinquency occurs or past due balance became due. In the event that the Exhibitor is deemed to have forfeited the space reserved herein, the MBIA, in its sole discretion, may reassign the said forfeited space and retain as liquidated damages the sum or sums paid by Exhibitor prior to said delinquency occurring or said past due balance occurring. In the event that the Exhibitor fails to fulfill its obligation pursuant to this Application & Contract for Exhibit Space or any amendments thereto, violates the terms or provisions hereof or withdraws from the Show, the MBIA shall retain as liquidated damages any and all sums paid by said defaulting or withdrawing Exhibitor.

20. INSURANCE:

a. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least U.S. \$1,000,000 for Personal Injury Liability and U.S. \$1,000,000 for Property Damage Liability, and shall name the MBIA as an additional insured. Exhibitors demonstrating products on land or over water must note coverage for same in the Description of Operations section. MBIA, 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 Michigan with Employer's Liability coverage limits of at least U.S. \$100,000.

c. Proof of insurance and Additional Endorsement page, satisfactory to the MBIA, must accompany Application & Contract for Exhibit Space and shall be provided to the MBIA upon demand. The MBIA and HCMA must be named as additional insured on your policy and it must state so on the certificate.

If MBIA does not have these items on file proving proper insurance and listing the MBIA as additional insured, exhibitors will not be allowed to move into the exhibit space until insurance requirements are completed.

21. HOLD HARMLESS AND INDEMNITY AGREEMENT:

a. Exhibitor agrees to indemnify, defend, and save harmless the MBIA, the Progressive Metro Boat Show, the Huron Clinton Metropolitan Authority, Lake St. Clair Metropark, Sponsors and their respective managers, officers, sponsors, employees, agents, successors, and assigns ("Releasees") 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 product demonstration, or arising in any manner out of Exhibitor's participation in the Show unless said damage or injury is due solely to the negligence of the MBIA, the Progressive Metro Boat Show, the Huron Clinton Metropolitan Authority, or Lake St. Clair Metropark. Exhibitor further agrees to indemnify, defend, and hold harmless the Releasees for loss or damage to the Exhibitor's property utilized in connection with Exhibitor's participation in the Show and the utilization of the Lake St. Clair Metropark facilities.

b. In consideration of being allowed to participate as an Exhibitor at the Show, the Exhibitor acknowledges, appreciates, and agrees that:

- i. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19.
- ii. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist for Exhibitor and its staff and customers; and, Exhibitor KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assumes full responsibility for its participation; and,
- iii. Exhibitor willingly agrees to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, Exhibitor or any of its employees observe any unusual or significant hazard during presence or participation at the Show, the person will remove himself or herself from participation and bring such hazard to the attention of the nearest official immediately; and,
- iv. Notwithstanding anything contained herein to the contrary, Exhibitor, HEREBY RELEASES, HOLDS HARMLESS, AND AGREES TO INDEMNIFY AND DEFEND RELEASEES, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law, arising in any manner out of Exhibitor's participation in the Show and the contraction of an infectious disease by Exhibitor, its employees, or a third party.

22. ENFORCEMENT AND AMENDMENTS: The MBIA shall have the exclusive right to interpret and enforce all rules, regulations and provisions contained herein and the MBIA 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, Permissible Exhibits, and increasing or decreasing available exhibit space size. MBIA 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 MBIA shall have no further obligation to Exhibitor and this Application & Contract for Exhibit Space shall become null and void. By signing the Application & Contract for Exhibit Space, Exhibitor agrees to comply with the rules, regulations and provisions of this Application & Contract for Exhibit Space and to further comply with the decisions of the MBIA in the interpretation and enforcement hereof. Notwithstanding anything herein to the contrary, in the event that an Exhibitor is deemed to be in breach of any of the items or provisions of the Application & Contract for Exhibit Space, said Exhibitor shall be subject to immediate removal from the Show and the cost of said removal shall be borne exclusively by said Exhibitor.

23. SEVERABILITY: It is mutually understood and agreed that all terms and provisions contained in the Application & Contract for Exhibit Space are severable and that in the event any of them shall be held to be invalid by any competent Court, this Application & Contract for Exhibit Space shall be interpreted as if such invalid term or provision or covenant were not contained in this Application & Contract for Exhibit Space.

When submitting an Application & Contract for Exhibit Space, Exhibitor agrees to exhibit pursuant to, and comply with, the Exhibiting Rules & Regulations and the Exhibitor Manual for the corresponding year of the Show. Rules and Regulations are also available at www.metroboatshow.net, in the Exhibitor Manual, and from the MBIA.

**The Progressive Metro Boat Show ("Show")
is owned and produced by the Michigan Boating Industries Association ("MBIA")**
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