

6th

Annual

FREDERICKSBURG

VENDOR
APPLICATION



2011

January 28-29-30, 2011



BALLANTINE MANAGEMENT GROUP of VIRGINIA
www.bmgevents.com

Sales Contact:
Adrian Silversmith
540-548-5555 xt 107
Asilversmith@feacc.com





STOP! READ CAREFULLY!

WELCOME TO THE 6th Annual Fredericksburg Boat Show

CONTENTS

- 1) Floor Plan (Page 3)
- 2) Contract for exhibit space for the Fredericksburg Boat Show (Page 4)
- 3) Basic (Condensed version) Decorating and Electrical Order Form (Page 5)
- 4) Rules and Regulations (agreement b/w vendor and BMG (page 6)

Booth Assignment Procedure

1) BMG will assign booths on a first come first serve basis with a completed, signed contract accompanied by at least a 50% non refundable down payment. No assignments will be made unless this policy is followed.

Payment Options:

- A) IF YOU PAY BY CASH/CHECK: Minimum 50% due with signed contract with balance due by: January 15, 2011
B) IF YOU PAY BY CREDIT CARD: The Full Amount is due with signed contract.

2) Upon BMG receiving completed contract accompanied by payment, the Exhibitor and BMG will review the floorplan together, find available booth locations together, and assign the Exhibitor the booth location together.

3) BMG reserves the right to make any changes with or without notice to ensure no company will be placed by its competitors, to ensure positive traffic flow, and to ensure an overall "appearance" of the show. If any changes are made, the Exhibitor will be notified.

TO BE ASSIGNED A BOOTH LOCATION, PLEASE call ADRIAN SILVERSMITH at 540-548-5555 x107 or he will assign your spot for you. Check the show website for updates to Floorplan (www.BmgEvents.com)

Exhibitor Services

Exhibitor Services are arranged by and **PAID** to: **Fredericksburg Expo Center**

Services such as ordering your worker Badges, Inline Booth Rules, Banner Hanging, Electric and Water, Decorating, Internet and Phone, Booth Cleaning, Drayage, Forklift Service, MOVE IN / MOVE OUT SCHEDULES can all be ordered in advance by downloading the appropriate order forms at:

(website in progress)

Additional Services can be provided by requesting information from The Exhibitor Services Manager:

Casey Silversmith • 540-548-5555 x108 • csilversmith@feacc.com

IMPORTANT DATES & TIMES

Show Hours: **Fri, Jan 28: 1pm to 8pm • Sat, Jan 29: 10am to 7pm • Sun, Jan 30: 11am to 4pm**

Set Up and Break Down:

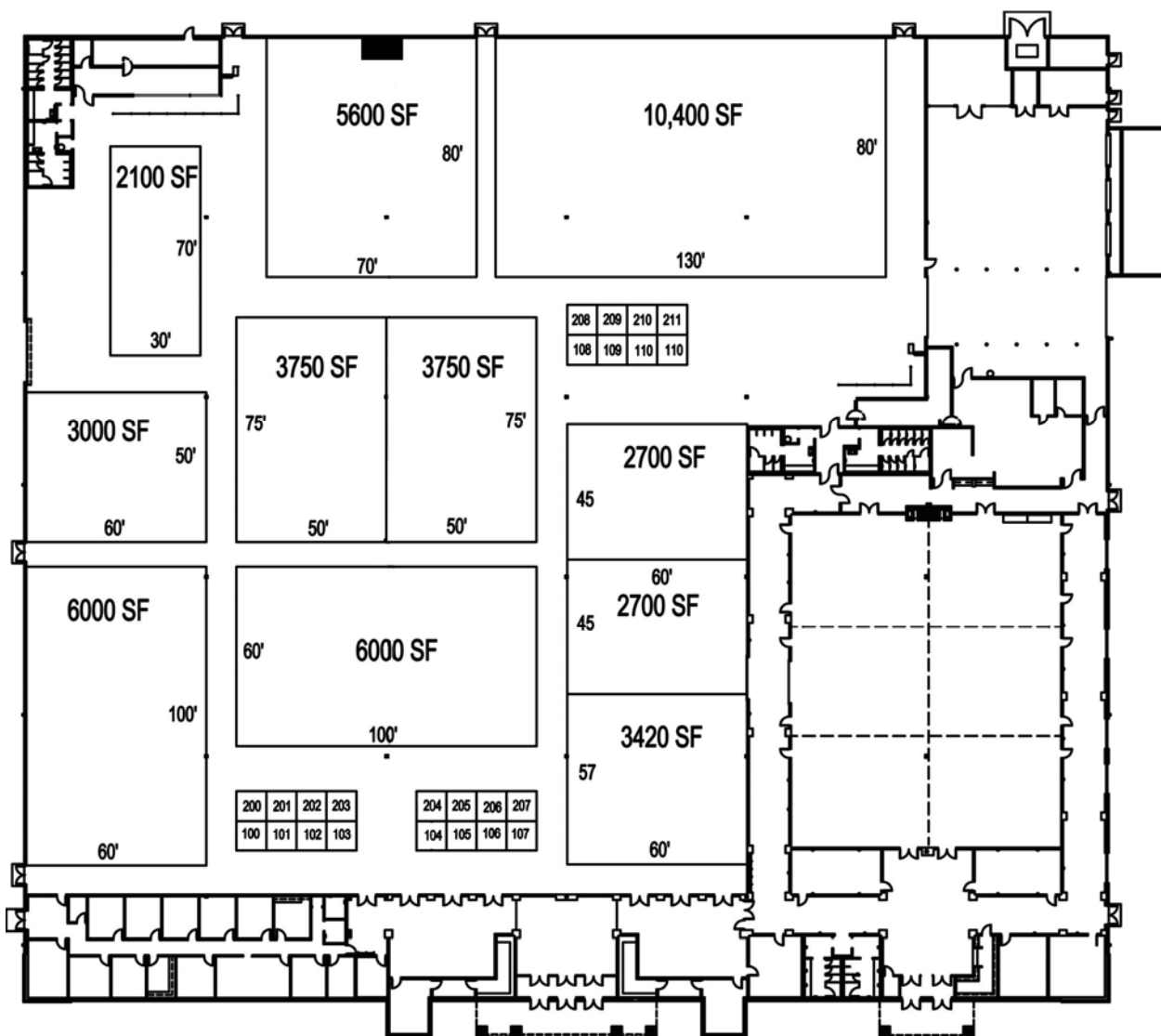
All Booth vendors can **Set Up:** Thur., Jan 27: 10am - 5pm; Fri., Jan 28 8am - 12pm. Spaces 20x20 or larger, will be sent a specific set up schedule. **Break Down:** Sun., Jan 30: 4pm - 7pm & Mon., Jan 31: 8am-6pm. If you have special requirements; contact Casey Silversmith at 540-548-5555 x108.

Fredericksburg Boat Show

Fredericksburg Expo & Conference Center
 January 28-29-30, 2011

FLOOR PLAN

Below is a proposed 2011 Floor plan with space to be assigned as contracts are received.
 Please use this as a point of reference for reserving your space.



Drive in Loading available on North and South Side of Expo
 Drive-in Door clearance: 16' high x 20' wide
 Ceiling Heights 30' middle with slope to 26' on sides



DECORATING AND ELECTRICAL ORDER FORM

MAIL OR FAX ORDER FORM TO:



**Fredericksburg Expo
& Conference Center**
2371 Carl D. Silver Parkway
Fredericksburg, VA 22401
Tel: 540-548-5555
Fax: 540-548-0552

*This is a partial list of services that FEACC provides. If you any questions, please contact **Casey Silversmith** at 540-548-5555 xt 108 or csilversmith@feacc.com.*

6th Annual Fredericksburg Boat Show January 28, 29, 30, 2011

Company Name: _____
Address: _____
Contact: _____
Email: _____
Phone: _____ Fax: _____

Qty.	Description of Services	Advance Price (BEFORE JAN 14, 2011)	Regular Price (AFTER JAN 15, 2011)	Total Amount
	8' Table (topped and skirted)	\$61.00	\$71.00	
	6' Table (topped and skirted)	\$50.00	\$60.00	
	4' Table (topped and skirted)	\$38.00	\$45.00	
	8' Table (no top or skirt)	\$25.00	\$29.00	
	6' Table (no top or skirt)	\$20.50	\$25.00	
	4' Table (no top or skirt)	\$18.50	\$21.50	
	Any Ordered Table with 42" tall leg extensions	Add \$34.00	Add \$40.00	
	Padded Chairs	\$14.00	\$17.50	
	Folding Chairs	\$7.00	\$8.00	
	Counter Stools	\$16.50	\$19.50	
	Carpet 9' x 10'	\$66.00	\$78.00	
	Carpet 9' x 20'	\$104.00	\$125.50	
	Carpet Padding (per 9x10)	\$50.00	\$65.00	
			Subtotal:	
			5% Sales Tax:	
			Total Due:	
	<u>ELECTRICAL SERVICE (120 VOLT)</u>			
	0-500 watts (5AMP)	\$69.00	\$104.00	
	501-1000 watts (10AMP)	\$87.00	\$152.00	
	1001-1500 watts (15AMP)	\$104.00	\$175.00	
	1501-2000 watts (20AMP)	\$125.00	\$208.00	
			Grand Total Due:	

PAYMENT INFORMATION:

CREDIT CARD: ___ VISA ___ MC ___ AMEX ___ DISC CREDIT CARD #: _____

PRINT NAME: _____ EXP. DATE: _____ CVV CODE: _____
(As it appears on card) (3 digit code on back of card)

SIGNATURE: _____

CHECK: CHECK NUMBER _____

Services made payable to: **Fredericksburg Expo Center, LLC**

Thank you for choosing The Fredericksburg Expo & Conference Center!

FOR OFFICE USE ONLY

DATE REC'D: _____ REC'D BY: _____

AMT REC'D: _____

METHOD OF PAYMENT: _____

RULES & REGULATIONS

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show—if you need a copy of the exhibitor services manual one can be provided to you (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Ballantine Management Group of Virginia, LLC. ("BMG"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between BMG and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies BMG that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of BMG is obtained.
- f) The playing, performing, reproduction, broadcasting or other use of the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of BMG. The Exhibitor agrees to indemnify and save harmless BMG and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- h) The Exhibitor is responsible for all territorial rules and regulations set forth by their specific product, service, and/or manufacturer and will not hold BMG liable for any dispute.

2. BMG RIGHTS

- a) BMG reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which BMG considers objectionable, inappropriate, disruptive or offensive to BMG, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show or (v) change the date, location and duration of the Show; without any liability to BMG.
- b) BMG shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

- a) The space contracted for is to be used solely by the exhibitor whose name appears on the contract. Exhibitors are granted the first right of refusal for future shows and can only secure their space with a signed contract and payment to BMG. Space assignment is at the sole discretion of BMG. BMG will take into consideration the requests of individuals but does not guarantee or promise a specific space. The Exhibitor shall not assign any rights or sublets space under this license agreement without the prior written permission of BMG, which permission may be withheld in BMG's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless BMG and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, BMG, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- a) The Exhibitor should and may be required to obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to BMG for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name BMG as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of BMG, the Exhibitor shall provide BMG with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against BMG, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. The management, while taking precaution against loss will not guarantee it.
- c) Neither BMG nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. SERVICES

Facility will provide exclusively the following services: Telecommunications, utility connections, Security, Cleaning, Food & Beverage, Fork lift Service, Drayage, etc.

7. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual. • Signs in linear booths may not exceed the 8 ft. height of the pipe & drape. • Signs must be one-sided, and not face into another exhibitor's booth. • No hand written signs are allowed – use professional signs only.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain in tact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by BMG.
- c) The aisles, passageways and overhead spaces remain strictly under control of management and no signs decorations, banners, advertising matter or similar devices will be permitted without written special permission of management. However, this does not qualify or limit the free responsibility of the exhibitors to save BMG its officers or agents and/or the venue harmless and free from all damage or other liability, as set out in a prior section of this instrument. All exhibits must remain within the confines of the exhibitor's space and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantage affect the display of other exhibitors. Restrictions: Management reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable. This reservation applies to noise, persons, things, conduct, printed matter or anything that may be deemed objectionable to the show as a whole; It also applies to exhibits or advertising in all areas of the venue. Booth Manning: Show Management expects space to be manned at all times during the show. No other persons will be permitted in the building after closing hours.
- d) Open flames, are not permitted
- e) Written permission must be obtained from BMG for sampling of any food and beverages no selling food and beverage under any circumstances
- f) Exhibitor agrees and confirms that the products and/or services being represented at and during the event have been approved to be displayed, marketed, and/or sold at the event by the manufacturer, parent company, and/or corporate entity. If there is a dispute among exhibitors and their represented products and/or services, BMG is not to be held liable and it is the responsibility of the exhibitor to resolve the issue.

8. VEHICLES

If a vehicle is part of your display, the Gas tank must be at ¼ tank or 5 gallons, whichever is less. Batteries must be disconnected. Vehicles cannot be turned on once the show is open and there is public in the building. Keys must be given to management for the duration of the show

9. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to BMG no later than sixty (60) days preceding the opening date of the Show. All deposits received by BMG up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies BMG less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out here in; or (iii) except as otherwise permitted here in, fails to appear at the Show; BMG reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from BMG.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to BMG shall be deemed earned by BMG and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, BMG shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as BMG deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any off set or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling BMG to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to BMG to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

10. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) BMG is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of BMG, including but not limited to: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lock-out or boycott, BMG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

11. MISCELLANEOUS

- a) Waiver by BMG of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision here of.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties here to.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

Company Name _____

I have read and agree to the Rules & Regulations: (initial) _____