

TORONTO INTERNATIONAL BOAT SHOW TERMS, RULES AND REGULATIONS

Rules and Regulations related to the allocation of space and show display guidelines are all those adopted by the National Marine Manufacturers Association (NMMA) Shows Committee and are a binding part of the Exhibitor contract. These rules are printed annually in the booklet "NMMA Allocation Procedures and Display Guidelines". This booklet and any later additions, corrections or clarifications made by NMMA are a binding part of the Exhibitor contract. These guidelines may be found on our website, or contact Show Management for a current hard copy.

1. ADMISSIBLE EXHIBITS

- Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- NMMA reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application.
- Exhibitor agrees that NMMA may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.
- Please refer to the NMMA Allocation Procedures & Display Guidelines for information on the installation, construction and character of exhibits.

2. PAYMENT FOR SPACE AND OTHER NMMA PRODUCTS, SERVICES & MEMBERSHIP DUES

- Member rate applies only to space occupied by the member's own products.
- All Exhibitor accounts with NMMA must be paid in full, by check or bank wire transfer no later than 60 days before Exhibitor's scheduled show move-in date. This includes payments for space deposits and any other balance due to NMMA for products, services, certification, dues or assessments purchased by Exhibitor or otherwise due to NMMA. Exhibitors who are not paid in full on all balances due to NMMA as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.
- NMMA members must be in Good Standing at July 1st preceding the fall shows and December 1st preceding the winter shows, to receive the member discount. Good Standing requires 100% of member dues for the current membership year to have been paid, all space deposits for the show to have been made, and all other balances for products, services, certification, Grow Boating assessments and other monies due to NMMA, be not more than 60 days past due. "First time members" joining NMMA, must be in Good Standing by 30 days before the show is scheduled to open to receive the member rate.
- Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund.
- At Exhibitor's request, NMMA will process space deposit payments via credit card authorized. Exhibitor agrees to pay NMMA a special handling and processing fee of 4% of each such payment.

3. CANCELLATIONS, CUTBACKS, and SPACE CHANGES

- Should the Exhibitor wish to cancel this contract after a contract has been signed by NMMA, the Exhibitor must contact NMMA and notice of the cutback or cancellation must be confirmed by NMMA. A contract cancellation penalty representing all or a portion of the total contract price will be assessed according to the following formula:

- 25% contract penalty—91 days or more prior to the first day of move-in/set-up.
- 50% contract penalty—90 days or less prior to the first day of move-in/set-up.
- 75% contract penalty—60 days or less prior to the first day of move-in/set-up.
- 100% contract penalty—30 days or less prior to the first day of move-in/set-up.

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past NMMA Show or service or used as a deposit for show space. It may not be used for a different show in a different market, and must be used within 12 months of written notice of cancellation. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a check for this shortfall to NMMA once the cancellation or cutback has been confirmed.

- For all Exhibitors requesting a space reduction, NMMA reserves the right to relocate the exhibit or reconfigure it as determined by NMMA. In the event that show space must be reallocated after contracts have been accepted and signed, NMMA has the right to relocate the Exhibitor's space.

4. DISPLAY CHARACTERISTICS

- Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, NMMA will attempt to correct the situation once it is brought to our attention.
- Facility lighting may not illuminate all areas evenly and effectively. NMMA assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). NMMA assumes no responsibility for temperature levels at any time.

5. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by NMMA or, if no alternative is available, are required to forfeit their show participation rights.

6. STAFFING OF EXHIBITS

- Exhibits must be staffed during all show hours.
- Exhibit removal prior to the final day's close of the show is strictly forbidden.
- Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

6. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

7. SALE OF MERCHANDISE

NMMA reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

8. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

- Exhibitor releases NMMA, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.
- Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Toronto International Boat Show, National Marine Manufacturers Association, Inc., Direct Energy Centre, City of Toronto, Direct Energy Marketing Limited, Maple Leaf Sports & Entertainment Ltd., BPC Coliseum Inc., Canadian National Exhibition Association, and their managers contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the

Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, NMMA or their respective employees or contractors.

- This Agreement shall be governed by and construed in accordance with the substantive laws of Toronto, Ontario without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than Toronto, Ontario to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the personal jurisdiction of, the courts of the Province of Ontario located in the city of Toronto. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against Exhibitor by Show Management for the collection of fees or other sums due Show Management pursuant to this Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.

- Attorney Fees – Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

9. ACTS OF GOD

NMMA shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease); except that if such events prevent Exhibitor's show space being made available to Exhibitor, NMMA shall return to Exhibitor payments made by Exhibitor after deducting there-from a pro-rata share of expenses incurred in connection with said Show.

10. INSURANCE

- NMMA shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of NMMA or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by NMMA for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

- Worker's compensation and employer's liability insurance covering its employees in the province in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that province's governing authorities.

- Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$1,000,000 and endorsed with National Marine Manufacturers Association, Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

- Exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$1,000,000 endorsed with National Marine Manufacturers Association, Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

- Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to NMMA no later than 30 days before the scheduled move-in date for the show.

- The Exhibitor understands that neither the Toronto International Boat Show, National Marine Manufacturers Association, Direct Energy Centre, City of Toronto, Direct Energy Marketing Limited, Maple Leaf Sports & Entertainment Ltd., BPC Coliseum Inc., nor the Canadian National Exhibition Association maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, servicemark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless NMMA and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

12. RULES AND REGULATIONS

- NMMA shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any applicable NMMA terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, provincial, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle NMMA to terminate NMMA's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. NMMA's decision on all such matters shall be final.

- 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 NMMA's trademarks ("the NMMA Marks") and other intellectual property. If, in the reasonable belief of NMMA, (i) Exhibitor's activities infringe any of the NMMA Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the NMMA 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 source affiliation, connection, or association of NMMA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from NMMA's boat show websites and to Exhibitor's website web searches using the NMMA Marks, NMMA reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. NMMA's decision on all such matters shall be final.

- No failure by NMMA to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that NMMA may have under this Agreement shall impair any right, power or remedy that NMMA may have under this Agreement.

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- Show Management reserves the right to restrict exhibits within the first foot of space on sides adjacent to aisles. This may be required to accommodate Fire Marshall Regulations if requested by the facility and safety engineer. Therefore bulk and booth exhibits must be planned with one foot of open space on all aisle sides.
- All exhibit areas are required to have floor covering (carpet, tile, plastic, etc.).
- All gas tanks must be emptied prior to entering the Direct Energy Centre (except by permit by the fire inspector). Where applicable, the positive connection to the battery must be disconnected.
- Cash and carry retailing is limited to those exhibitors who have exhibit space in the designated retail areas: East Annex (Hall E), Industry Building and North Extension. Over-the-counter retail selling (cash and carry) is not permitted in the Main Hall (Halls A, B, C, D, Heritage Court) with the exception of publications and logo'd merchandise matching approved brands on display (i.e. boats, engines). This rule will be strictly enforced.
- All product exhibited must be for marine use. A sampling of non-marine product representing a company's other divisions may be approved by Show Management in advance. Other products will be limited to one item from non-marine category, and may not exceed 20% of the exhibit space.
- Box trailers are not permitted within exhibit spaces without written approval from Show Management prior to show opening. Approval may be granted subject to location, size, and use of trailer.
- The Direct Energy Centre does not permit the operation of engines or display vehicles of any type inside the facility, unless permit approval has been received from the Direct Energy Centre.
- All exhibitors intending to have a contest drawing in their display, involving the use of ballots must have them approved in writing by Show Management prior to show opening.
- All exhibitors must comply with the Occupational Health & Safety Act, governed by the Province of Ontario. On-site staff & contracted suppliers must adhere with these regulations at all times while on the property of the Direct Energy Centre. These regulations will be strictly enforced by both Show Management and Ministry of Labour. Any fines, or costs incurred as a result of labour stoppage, will be at the sole expense of the exhibitor.

Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.