





# PALM BEACH COUNTY BOAT SHOW, INC.

P.O. Box 212707 Royal Palm Beach, FL 33421 Tel. 561-383-7734 Fax 561-382-7804

Approved as to Terms and Conditions

## JUNE 21 - 24, 2007

Approved as to Form and Legal Sufficiency

Richard E. Walesky  
Richard E. Walesky

(THURSDAY THROUGH SUNDAY)

[Signature]  
County Attorney

### APPLICATION AND CONTRACT FOR EXHIBIT SPACE

We, the undersigned, do hereby make this application for exhibit space as indicated below for our use at the 6<sup>th</sup> Annual Palm Beach County Boat Show to be held at the South Florida Fairgrounds, June 21 through 24, 2007. We have read and agree to comply with the exhibit rules and conditions on both sides of this application and contract form and in the floor plan folder.

**PLEASE FILL OUT COMPLETELY AND SIGN- PRINT OR TYPE**

Date: 4/13/07

Name of Firm (And/Or DBA): Palm Beach County BOARD of County Commissioners, ERM  
(AS IT IS TO APPEAR IN OFFICIAL DIRECTORY)

Name and Title of Exhibit Representative: Ginny Powell, Environmental Program Supervisor

Address: 2300 North Jog. Rd, 4<sup>th</sup> Floor

City: West Palm Beach State: FL Zip: 33411-2743

Telephone Number (561) 233-2452 Fax Number (561) 233-2414

By (Signature & Title): \_\_\_\_\_  
(AUTHORIZED SIGNATURE ONLY) Addie L. Greene, Chairperson

Description of Boats and or Products to be Exhibited (Be Specific): Posters & Brochures / Information only re: PBC environmental programs.

We are a  Manufacturer  Distributor  Dealer  Other (Specify) Local Government Program

Preferred Location(s):  Bulk Space  Booth Space  Outside Space  Tent Space

Inside Bulk Space No. (W, E, S, A, T) \_\_\_\_\_ Price \$ NC

Inside Booth Space No. (100 - 900) \_\_\_\_\_ Price \$ \_\_\_\_\_

Outside Bulk Space No. (P) \_\_\_\_\_ Price \$ \_\_\_\_\_

Total Contract \_\_\_\_\_ Total Contract \$ NC

\*It is also understood that all spaces inside the buildings. (Booth & Bulk Spaces must be carpeted at the Exhibitors expense.)

If Space requested is not available, will you accept comparable location chosen by the management? Yes \_\_\_\_\_ No \_\_\_\_\_

### BOAT EXHIBITORS PLEASE FILL IN THIS PART N/A

OUR LARGEST BOAT will weigh approximately \_\_\_\_\_ lbs. It will be \_\_\_\_\_ ft. long and \_\_\_\_\_ ft. at the beam. We will need \_\_\_\_\_ ft. ceiling height for our sailboat mast or navigational arch.

### TERMS OF PAYMENT N/A

Space assignment will not be made without proper deposit and signed contract.

Our Deposit of \$ \_\_\_\_\_ is enclosed being at least 33% of the total cost of the space. Additional 33% is due and payable by March 5, 2007. The balance is due no later than June 01, 2007.

Exhibitors must be paid in full before being allowed to move into the Show.

### FOR BOAT SHOW USE ONLY - (DO NOT WRITE IN THIS SPACE)

Booth No. Assigned \_\_\_\_\_ Bulk Space No. Assigned \_\_\_\_\_  
Square Feet \_\_\_\_\_ Total Price \$ \_\_\_\_\_ Deposit Received \$ \_\_\_\_\_  
Date Received \_\_\_\_\_ Approved \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

Make Check Payable To: Palm Beach County Boat Show, Inc.  
UNITED STATES CURRENCY ONLY  
(Subject to terms and Conditions on Reverse Side)  
Return Copy with Payment

## RULES AND CONDITIONS

1. Sale of Merchandise: Goods Exhibited may be sold for delivery during the Show. "CASH AND CARRY" SALES WILL BE PERMITTED.
2. No Exhibitor shall assign, sublet or apportion the whole or part of the space allotted, nor exhibit therein any other goods than those manufactured or sold in the regular course of business by the Exhibitor.
3. Flashing signs or lights: the use of flashing sighting signs, revolving flasher lights, or other lighting effects in such a manner as to cause unpleasant beams or light or reflections or interference with other Exhibitors is prohibited.
4. Light and Power: sufficient light is provided for adequate, general illumination of the entire area, but no individual electric outlet is included in the cost of the space. All electric services will be handled by the approved electrical contractor. A rate sheet and order blanks will be included in the Exhibitor's Manual.
5. In the event of cancellation of the show by reason of government intervention, strike or for reasons beyond the control of the Palm Beach County Boat Show, Inc., it is agreed that exhibit fees shall be returned to Exhibitors pro rata after deduction of actual expenses incurred in connection with the Show.
6. Space allotments are subject to adjustment for unforeseen contingencies. It must be borne in mind that the general attractiveness of the show as a whole adds to its spectator appeal. It is urgently recommended that Exhibitors give careful thought to their displays, not to be at the expense of the Management. The Management gladly offers its services.
7. Every jobber, agent or retailer must file with application for space a complete list of all goods to be exhibited and the manufacturers thereof. No other goods will be permitted in this space.
8. Dismantling: The Exhibitor agrees not to dismantle his booth or to do any packing before the final closing hour of the Show.
9. Only products directly related to the design, construction and use of recreational boats and the marine industry will be eligible for display, unless permitted by Management.
10. Palm Beach County Boat Show, Inc., its officers and its Board of Directors shall have full power in the interpretation and enforcement of all rules and conditions herein and in the chart folder and the power to make any such amendments thereto, and such further rules and regulations that they consider necessary for the proper conduct of the exhibition.
11. Display material of Exhibitors must be confined to their own booth areas. No placards, stickers or other signs relating to non-exhibiting firms will be allowed in individual exhibits or anywhere else in the Show.
12. The cost of placing the boats in exhibition areas will be a part of the general expenses included in bulk space rentals. However, there will be an additional charge for crane service and extra rigging services required for any special handling of boats or other equipment at loading platforms or in exhibition spaces, or for hoisting, unpacking of engines, the stepping and unstepping of masts, plus fly bridges and resetting of boats.
13. Exhibitors whose displays require the use of riggers in connection with their installation must submit for approval of the Show Management, at least 15 days prior to their assigned installation date, a proposed layout plan of their display, and Show Management reserves the right to change or revise any such proposed layout plans as it may deem in the best interest of the Show.
14. Maximum back wall height permitted for any booth display will be eight (8) feet high, booth displays may extend out from the back wall one-half (1/2) of the total space depth and no more than (8) feet high. Any further extension shall not block off or otherwise interfere with any other display, unless approved by Management. All spaces inside the buildings (booth & bulk) must be carpet at the Exhibitors expense.
15. Exhibitors displaying radios or ship-to-shore phones must keep their equipment turned low so as not to annoy adjoining Exhibitors. Signal horns or other noise making devices must be kept silent during Show hours. It will be the privilege of the Management to effect removal of any Exhibitor failing to comply with these requirements.
16. No signs or exhibit material will be permitted to obscure adjoining spaces. Signs will be permitted to hang from the ceiling with management approval. Exhibitors in bulk spaces must provide walk through space between boats. All exhibit decorations layout must be submitted to the committee in charge for approval. Electric neon signs will not be allowed, except where a light arrangement is built-in as part of the exhibit and is used to demonstrate some feature of this display. All such arrangements must be submitted to the Show Management for approval.
17. Decorations are planned by Boat Show management and no Exhibitor shall be allowed to use wall space for any display unless approved.
18. Boats and trailers are not permitted in the general parking area (only approved areas by the Management).
19. The Management reserves the right to fill space vacancies occurring for reason of non-arrival of the Exhibitor's display material, boat and equipment.
20. Booths or other spaces are accepted by the Exhibitor as indicated on the official chart folder for the prices set thereon and conditions set forth thereon.
21. Show Management will arrange for cleaning the aisles only, Exhibitors must keep their own exhibit area clean and presentable.
22. Booths must not be left unattended during Show hours. All Exhibitors must arrange for personnel to be in attendance at all times.
23. In the event Exhibitor defaults in its obligations hereunder, this contract, at the option of the Boat Show, shall be terminated where as all payments made hereunder shall be retained by the Boat Show as/and for liquidated damages. In such an event, the space described herein shall be available for use by the Boat Show for any propose. Exhibitor shall be liable for all damages caused by its default, including but not limited to court cost and attorney's fees.
24. This contract is subject and subordinate to all the terms and conditions of that certain lease contract by and between Palm Beach County Boat Show, Inc., as lessee and the South Florida Fairgrounds as lessors, covering the entire buildings and grounds for both facilities and locations.
25. INDEMNIFICATION: Exhibitor, without regard to assignment, lease, sublease, or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Palm Beach County Boat Show, Inc., South Florida Expo Center and the South Florida Fairgrounds, Palm Beach County Expositions Inc. and their managers, Board of Directors, officers, agents and employees from all losses, claims, liability, damage, actions, judgments recovered from or accessed against Exhibitor or above named indemnities, plus expenses (including without limitation, attorney's fees and expenses) (i) for any injury due to a 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, with the permission, expressed or implied, of Exhibitor of the space, equipment or the Show space or hall, (ii) arising from the use of the equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the Show or use of the space, such indemnification shall not be effective if damage or injury results from the sole gross negligence or willful misconduct of the Show sponsor, Palm Beach County Boat Show, Inc.
26. In the event this contract is terminated by causes beyond the Boat Show's control, including but not limited to, act of war, insurrections, riot, fire, strike, act of God, government intervention, and flood or otherwise, Boat Show shall have no liability whatsoever.
27. In the event that the Show dates have to be changed for other reasons beyond the control of the Palm Beach County Boat Show, Inc., it is agreed that the exhibit fees shall be applied to the new Show dates, and this contract shall remain in force.
28. Palm Beach County Boat Show, Inc. shall not be responsible for any loss or damage to property of the Exhibitor for any reason, including theft unless such a loss or damage is caused by the gross negligence of the Boat Show Management or any of its employees. Exhibitor is required to use and follow any of the security arrangements made by Boat Show Management, 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 coverage: (i) worker's compensation and employer's liability insurance covering its employees in the state the Show is being held, in accordance with the statues rules and regulations promulgated by that state's governing authorities. (ii) Comprehensive general liability insurance, including blanket contractual liability insurance naming Palm Beach County Boat Show, Inc., South Florida Expo Center, South Florida Fairgrounds, and the and Palm Beach County Expositions additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming Palm Beach County Boat Show, Inc., South Florida Expo Center, South Florida Fairgrounds, and the and Palm Beach County Expositions with limits not less than \$1,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against Palm Beach County Boat Show, Inc., its members, officers, employees and agents and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged. Certificates of insurance shall be furnished as soon as possible to the Palm Beach County Boat Show, Inc. if requested by Show Management prior to or following the Show.
29. The Show Management shall have full power in the interpretation and enforcement of all-terms, rules and regulations and any further stipulations considered necessary for the proper conduct of the Show.
30. This document contains the entire agreement between the parties. All changes must be in writing, signed by the parties hereto. Exhibitor acknowledges that there have been no oral representations made to it upon which it is relying which are not contained in this agreement. This agreement shall bind the parties, their successors, persona; representatives and assignees.

(OVER)

Addendum to Palm Beach County Boat Show  
Addendum date: May 23, 2007

**Paragraph 25 is deleted in its entirety and is replaced with the following language:**

“County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee’s office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.”

**Paragraph 28 is deleted in its entirety and will be replaced with a Certificate of Insurance to be provided as an attachment to the final signed contract and addendum.**

\_\_\_\_\_  
Dave Wansac  
For the Palm Beach County Boat Show

\_\_\_\_\_  
Date

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTRROLLER

PALM BEACH COUNTY, a  
Political Subdivision of the State of  
Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Green, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By:  \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_