

RULES AND REGULATIONS OF THE AUSTIN BOAT & TRAVEL TRAILER SHOW

I. Boat Show Purpose & Vision:

The purpose of the Austin Boat and Travel Trailer Show is to promote a recreational lifestyle and to facilitate the purchase of new watercraft and travel trailers from dealers participating in the show. An additional, but not limited to, purpose of the show is to provide opportunities for operators such as boat clubs, pre-owned boat brokers and marinas offering new watercraft ownership alternatives to assist in promoting the boating lifestyle and to offer their services by also participating in the show.

- (a) **Primary Stakeholders:** Any business that offers one or more of the aforementioned products or services will be defined as a **Primary Stakeholder**. **Primary Stakeholders** are the intended beneficiaries of the Show and are required to shoulder the majority of the management, marketing and facility expense of the Show. **Primary Stakeholders** are subject to a minimum participation fee regardless of the exhibitor space they choose to occupy. The minimum participation fee is set by the Show Management.
 - i. **Watercraft and Travel Trailer Dealers:** New Watercraft and Travel Trailer Dealers are assigned the Main Floor spaces of the Show in accordance with a plan established by the Show Management for each show date. The Watercraft Dealers and Travel Trailer Dealers are subject to a minimum space size participation fee set by the Show Management.
 - ii. **Boat Club and Boat Broker Exhibitors:** An area of the Show, separate but adjacent to the Main Floor and 10x10 spaces, is to be specifically designated for Boat Club and Boat Broker businesses. The area will be sized into spaces to accommodate the businesses participating in the Show. Each space is intended for the promotion of the individual business services offered. The physical display of any type of watercraft, new or used, within or adjacent to the exhibitor's space is specifically prohibited. The Boat Club and Boat Broker Exhibitors are subject to a minimum participation fee set by the Show Management.
 - iii. **Marina Operators:** Marina operators who choose to promote boat club or boat brokerage operations within a boat show space will be considered a Primary Stakeholder and subject to the same rules and regulations for Boat Club and Boat Broker Exhibitors specified herein.
- (b) **Secondary Stakeholders:** The Show also invites ancillary vendors of accessories and services that make the show entertaining and more interesting for consumers to attend. These businesses are defined as **Secondary Stakeholders**. **Secondary Stakeholders** are required to pay a prevailing rate for the exhibitor space they choose to occupy with no minimum requirement entry charge.

II. Show Management:

This Show is a presentation of Town Lake Productions, Inc., hereinafter referred to as the "Show Management," which shall have the right, which it hereby expressly reserves, to make such rules and regulations as it shall deem advisable for the success of the show, and to change and amend the same from time to time, which shall govern the proper conduct of said show and the use of this contract and the space herein reserved by the Exhibitor. The Show Management's application, interpretation, and construction of said rules and regulations shall be final and conclusive.

III. Primary Stakeholder Display of Products:

The display of any watercraft products without having a current dealer agreement authorizing distribution of those products in the trade area serviced by the Capital Area Boating Trades Association is expressly prohibited. The display of any new unregistered watercraft more than two model year's non-current (as determined by the HIN number) is also expressly prohibited.

IV. Contingencies:

The Show Management reserves the right to cancel this contract in case the specified premises shall be destroyed or so damaged as to render them untenable or unfit for use for the purpose specified, by fire or the elements or any other cause, or should any occurrence of circumstances beyond the control of the Show Management make impossible the fulfillment of its part of this contract; provided, however, that in the event of such cancellation, all payments previously made on this contract are to be promptly returned to the Exhibitor by the Show Management, and upon the return of the same the Show Management is to be released of any and all claims for damages, loss, costs or expenses sustained or incurred by the Exhibitor by reason of such cancellation.

V. Installation and Removal of Exhibits:

- (a) **All Primary Stakeholder exhibits, excluding travel trailer exhibits, are REQUIRED to be carpeted.** Carpet will be provided by the exhibitor or may be rented from the decorator. Move in cannot proceed until the carpet installation is complete.
- (b) Exhibits are to be installed and removed at the expense of the Exhibitor.

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- (c) Except with the prior written consent of the Show Management, no exhibits shall be installed until a receipt evidencing payment in full for space reserved has been presented.
- (d) All exhibits shall remain in place and shall not be dismantled until after the official closing of said show.
- (e) All exhibits, displayed products, and other material and property of the Exhibitor must be removed by him not later than a time designated by Show Management.

VI. Electrical Service:

The Austin Convention Center will provide all electrical service. An Electrical Order Form will be provided in the exhibitor packet for the Electrical Service in accordance with the established rates and policies. Spotlights and special lights may be obtained from the Decorator on a rental basis.

VII. Use of Space:

- (a) The space of the Exhibitor is to be used solely for the purposes set out in its contract with the Show Management. In installing, conducting and removing its exhibits, the Exhibitor is to comply with regulations of the Building in which the show is presented.
- (b) Any visual representation (bulletin boards, notebooks, and computer or video presentations, etc.) that refer to new, used and/or consignment boats or boat clubs are not allowed in any 10' by 10' Booth Space(s). The spaces are intended for the promotion of the individual business services offered. The physical display of any type of watercraft, new or used, within or adjacent to the spaces is specifically prohibited.
- (c) Move in and move out schedules are developed so as to facilitate an orderly flow. Specific appointed times shall be followed. Non-conformance to the schedule will be subject to removal from the show or resale of space.
- (d) All decorations must be fireproofed.
- (e) The Exhibitor shall not allow nails, screws, or tacks to be driven into the building walls or pillars, nor deface the same in any way.
- (f) No tape is allowed on the walls. Each booth must be fully carpeted and you must use special carpet tape. Check with the decorator if you're uncertain of what type is allowed. All tape must be removed from your exhibit area at move out. Exhibitors will be charged if Convention Center staff has to remove your tape after move out.
- (g) Disturbing noises or forms for attracting attention to an exhibit which are objectionable to the Show Management or that infringe on other exhibitors will be excluded. Show Management prohibits disruptive or offensive live or recorded audio or video or light system presentations, unauthorized public address announcements, and/or the disbursement of promotional materials or handbills by exhibitors at any point beyond the immediate proximity of their display space. Bullhorns, independent public address systems or announcements are prohibited.
- (h) Helium balloons are prohibited in the Austin Convention Center. Exhibitors may use air balloons. Specialty balloons must be approved by Show Management and require Fire Marshall approval.
- (i) The Show Management reserves the rights to exclude, evict, or remove exhibits that are or may become objectionable and contrary to the general character of the show.
- (j) The Show Management's determinations in this restriction shall be final and conclusive. This restriction and prohibition extends to persons and their conduct, all printed matter, and all other things which are a part of the Exhibitor's exhibit to the end that each exhibit will be in keeping with the good character of the show.
- (k) No exhibitors will be permitted to move into the show without full payment for exhibit space. Move in will begin with specified move in times as outlined in a provided move-in schedule. No exhibitor may enter the building without a representative from the show staff being present on site.

VIII. Subletting Space:

The Exhibitor shall neither assign this contract, sublet in any fashion any part of the space herein specified, nor display the name of any other firm in said exhibit. **Subletting is specifically prohibited** and cause for removal from the show.

IX. Liability:

Town Lake Productions, Inc., the publicized sponsors of said show, and the Building Management, either collectively, individually or otherwise, shall not in any way be liable, nor shall they be required to maintain insurance, for any damage or loss, regardless of the cause of the same, either to person or property, sustained by the Exhibitor and/or his employees and representatives.

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X. Observance of Law and Regulations:

The Exhibitor, its employees and representatives shall observe and comply with all Federal, State, Municipal, and Building Management laws, charters, ordinances, rules and regulations of the State, City and Building in which said show is presented.

XI. Privileges:

The actual occupancy of the space contracted for by the Exhibitor is of the essence hereof, and in the event the Exhibitor does not occupy said space, or fails to comply in any other respect with the terms of this contract, the Show Management shall have the right, without notice to the Exhibitor, to occupy or cause said space to be occupied in any manner it deems best, without such occupancy working a forfeiture of the sums to be paid and the covenants to be performed by the Exhibitor under their terms of this contract, and in connection herewith, the Exhibitor expressly agrees to pay the full sum agreed to be paid for said space regardless of whether it has been occupied by the Exhibitor or not, less only the net amount, if any, that the Show Management receives from any re-letting of such space to other Exhibitors, but the Show Management shall have no obligation to re-let such space.

XII. Show Management Lien:

The Show Management shall have lien for the payment of all sums due under the terms of this contract upon any and all personal property of the Exhibitor, which is or may be put in the building in which the show is presented, and such lien may be enforced by and at the option of the Show Management for the non-payment of any sum due by the taking and sale of said property at public or private sale after ten days' notice in writing of the time and place thereof has been given by registered mail to the Exhibitor at the address of the Exhibitor set out in this contract.

XIII. Termination for Cause; Non-Competition:

- (a) Exhibitor agrees that the Show Management shall have the right to terminate this Agreement and to exclude Exhibitor from participation in future shows if Show Management reasonably determines that Exhibitor has engaged in activities constituting dishonesty, criminal activity or intentional deception of persons to whom Exhibitor has sold products [whether or not such activities or conduct of Exhibitor took place in connection with the Austin Boat Show].
- (b) Exhibitor agrees that for a period of three (3) years after the later of (i) the last use by Exhibitor of the facilities of the Boat Show or (ii) the date on which a determination is made by Show Management to exclude Exhibitor from future participation in Boat Show in accordance with paragraph XIII(a), Exhibitor shall not engage in the exhibiting, selling, showing or public promotion of products shown in the Boat show (other than any of such activities engaged in by Exhibitor at Exhibitor's primary place of business) during the pendency of any Boat Show sponsored by Town Lake Productions, Inc. at any location within a three (3) mile radius of such Boat Show; provided, however that the foregoing shall have no subsequent application if Exhibitor applies to Show Management to participate in the Boat Show and Show Management denies such application for any reason other than grounds which would support termination pursuant to XIII(a) above.

XIV. Exhibitor Passes:

Exhibitor passes will be distributed at the show site during move-in hours. It is the responsibility of vendors to ensure access for workers. Without a proper pass workers will be charged admission.

XV. Show Date Specific Rules & Regulations:

All exhibit spaces must be manned at all times during show hours. All exhibitors will be confined to working in their exhibit area (not in aisles). You cannot distribute literature, samples or other material outside your contracted exhibit space. Sound level of presentations should be kept within the confines of the booth area and must not interfere with neighboring exhibits.

- (a) No breakdown prior to show closing time on Sunday.
- (b) No booth exhibit may exceed the 8' backdrop height or the 3' side divider height without prior approval.
- (c) No outside food or beverages may be sold or distributed without written approval by the Convention Center. No alcoholic beverages may be brought into the leased premises during the contract period. Alcoholic beverages purchased in the building may not be taken out of the building.
- (d) Due to insurance requirements, the Convention Center cannot lend or rent out ladders or tools. Exhibitors are not allowed to bring in forklifts without prior certification arranged through the Convention Center. Forklift services and sign hanging can be rented from the show decorator.
- (e) No smoking allowed within the Convention Center.
- (f) Follow the move in/out schedule and access ramps assigned.