



Exhibitor Application/Contract
National Marine Manufacturers Assoc.
P.O. Box 734266
Chicago, IL 60673-4266

Northwest Sportshow
Minneapolis Convention Center
1301 Second Ave South
Minneapolis, MN 55403

Phone: (612) 332-8330
Fax: (612) 827-1424

(Contact NMMA for Overnight Delivery Info)

March 25 - 28, 2021

Points: Show: Mbr: Total:

Company Name: Account #:

Address: City State/Province Zip/Postal Code

Phone: Cell: Fax: Web:

Company Contact: Contact Email:

Bill to: (IF DIFFERENT FROM ABOVE)

Address: City State/Province Zip/Postal Code

Phone: Cell: Fax: Web:

Billing Contact: Billing Contact Email:

Show Contact: (IF DIFFERENT FROM COMPANY CONTACT)

Show Contact: Show Contact Email:

Please make all checks payable to NMMA.
All checks must be made in U.S. funds, drawn on a U.S. account. A \$25 fee will be added to your account for all returned checks.

Rate Information (in Square Feet)

Table with 8 columns: Member\*, List, Booth 10 x 10 Lobby, Booth 8 x 10, Member\*, List, Regular Bulk, Member\*, List. Values include 9.95, 0.00, 50.00, 11.95, 4.90.

PLEASE DO NOT WRITE IN THIS SPACE:

Table with 7 columns: Order No, Space No, Floor/Area, Unit Price, Dimensions, Total Sq Ft, Total Cost

Payment Schedule:

50% Deposit due on 06/28/2020
50% Final Payment due on 01/31/2021

Total:

TO BE FILLED OUT BY EXHIBITOR

What products/services will you be exhibiting?

Please list brand names:

- Our company is a:
[ ] Manufacturer
[ ] Marine Services
[ ] Wholesaler
[ ] Mfg. Rep.
[ ] Travel Resort / Tourism
[ ] Outfitter / Guide Service
[ ] Dealer
[ ] Retailer and / or Marina

New Exhibitors

The dimensions we prefer are X

Total Sq. ft requested:
X Rate = Total \$

50% deposit due on or before January 31, 2021 100% there after

Upon signing below, Exhibitor agrees to be bound by and acknowledges that all terms, conditions and obligations of Exhibitor under this Exhibitor Application for Space (Agreement) shall be binding upon Exhibitor from the date that Exhibitor or its representative executes this Agreement, irrespective of whether Exhibitor has yet received NMMA's counter signed copy of the Agreement.

Your Name: Signature: Date:

Questions? Please Call: NMMA Signature: Date:

Show Contact: John Ferguson PH: (612) 332-8330 FAX: (612) 827-1424 EMAIL: jferguson@nmma.org

Last Year's Exhibitors

- [ ] We accept the same space as last year.
[ ] We request the following change, but will accept the assigned space if the change cannot be made:

We prefer to / not to (circle one) exhibit next to the following companies:

(Every attempt within the allocation procedures will be made to satisfy your request; preference does not confirm the requests can be satisfied)

- [ ] We intend to retail "over the counter" at our exhibit.

Exhibiting companies that displayed at the 2020 Northwest Sportshow have until 06/28/2020 to return their application with deposit for the 2021 show. After that date, space not applied for will be considered available for allocation to another company.

# NORTHWEST SPORTSHOW 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 NMMA for a current hard copy.

## 1. ADMISSIBLE EXHIBITS

a) 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.

b) 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.

c) Exhibitor agrees that NMMA may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

d) Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decree or other mandatory requirements, including any applicable safety standards that may be issued by the Consumer Product Safety Commission (CPSC), and the emission regulations issued by the U.S. Environmental Protection Agency (EPA).

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

a) Member rate applies only to space occupied by the member's own products.

b) Exhibitors must return their exhibit space contract and deposit by the initial deadline in order to retain their right of first refusal for their previous year's exhibit space. Right of first refusal does not apply to new shows, new venues, and show floor reallocations that may occur from time to time.

c) NMMA members must be in Good Standing at July 1<sup>st</sup> preceding the fall shows and December 1<sup>st</sup> 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.

d) 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.

e) NMMA will process all checks with notation "payment in full" or similar language. NMMA reserves the right to pursue the remaining balance in the event a payment amount is smaller than an open balance of an order that check is paying for.

## 3. CANCELLATIONS, CUTBACKS, and SPACE CHANGES

a) Should the Exhibitor wish to cancel this contract, 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:

50% contract penalty 1 day past the first payment deadline date (as noted on the front of this contract)

100% contract penalty 1 day past the second payment deadline (as noted on the front of this contract)

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.

b) 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 – See Allocation Procedures & Display Guidelines

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. 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 display 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

a) 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.

b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the NORTHWEST SPORTSHOW, MINNEAPOLIS CONVENTION CENTER, MINNEAPOLIS, MN, National Marine Manufacturers Association, Inc., 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.

c) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois 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 the State of Illinois 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 state of Illinois located in the City of Chicago, or the United States District Court for the Northern District of Illinois. 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 NMMA for the collection of fees or other sums due NMMA 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.

d) 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 this 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 or other similar cause, including emergency or non-emergency conditions, making it inadvisable, illegal, impossible, or commercially impractical for NMMA to hold the Event); 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 therefrom a pro-rata share of expenses incurred in connection with said Show.

## 10. INSURANCE

a) 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:

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

ii) 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 Insured's.

iii) 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 Insured's.

b) 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.

c) The Exhibitor understands that neither the National Marine Manufacturers Association nor the Minneapolis Convention Center 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 may not play or otherwise publicly perform copyrighted music or other materials absent a valid written license agreement with all rights holders in and to such materials. 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, service mark, 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, Global Music Rights or other licensing organization for playing copyrighted music.

## 12. RULES AND REGULATIONS

a) 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, state, municipal and local, which affect the show space. Exhibitor is responsible for complying with all applicable public accommodations requirements of the Americans with Disabilities Act ("ADA") including, without limitation: (i) the "readily achievable" removal of physical barriers within Exhibitor's exhibit and exhibit space (to the extent within Exhibitor's control) (e.g., set-up of displays and exhibits in an accessible manner); (ii) the provision of auxiliary aids and services where necessary to ensure effective communication with disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) any modifications to Exhibitor's exhibit or materials required to enable disabled individuals to participate equally in the Exhibitor's exhibit.

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 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, met tags, 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.

c) 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.

d) Exhibitor agrees that it shall at all times comply with all applicable laws of Canada, the European Union and the United States in connection with its activities and interactions with attendees, including, without limitation, Canada's Anti-Spam Law ("CASL"), the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the California Consumer Privacy Act ("CCPA") and other applicable privacy laws.

Produced by:

**NMMA**  
www.discoverboating.com  
2021 NORTHWEST  
SPORTSHOW

## NORTHWEST SPORTSHOW RULES & REGULATIONS

- **Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.**
- **Boat exhibitors may display up to 20% of unused previous model year boats in their display.**
- **Drawings, guessing games, and prize contests of any kind sponsored by individual exhibitors are subject to prior approval of show management.**
- **Minneapolis Convention Center only allows Kendall T-205, TC-19 or 105 adhesive tape to be used for carpet installation. Exhibitors will be billed for residue left on the floor if other tapes are used.**

# Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

**Do not send this form to the Department of Revenue.**

<b>Print or type</b>	Name of business selling or exhibiting at event		Minnesota tax ID number	
	Seller's complete address		City	State Zip code
	Name of person or group organizing event			
	Name and location of event Progressive Insurance – Northwest Sportshow. Minneapolis Convention Center			
	Date(s) of event March 25 – 28, 2021			

<b>Merchandise sold</b>	Describe the type of merchandise you plan to sell.

<b>Sales tax exemption information</b>	Complete this section if you are not required to have a Minnesota tax ID number.
	<input type="checkbox"/> I am selling only nontaxable items.
	<input type="checkbox"/> I am not making any sales at the event.
	<input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf.
	<input type="checkbox"/> This is a nonprofit organization that meets the exemption requirements described below: _____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]). _____ Youth or senior citizen group with fundraising receipts up to \$20,000 per year (\$10,000 or less before January 1, 2015) (MS 297A.70, subd. 13[b][1]). _____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

<b>Sign here</b>	<i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i>	
	Signature of seller	Print name here
	Date	Daytime phone (     )

**PENALTY** — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.

# Information for sellers and event operators

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Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of \$500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

## Sales tax registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us).

## Information and assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us).

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators*.

We'll provide information in other formats upon request to persons with disabilities.