



Agreement for Exhibitor Space 53rd Annual CMTA Hartford Boat Show at Mohegan Sun

_____ (Referred to hereinafter as the "Exhibitor"), hereby applies to the Connecticut Marine Trades Association, Inc. (referred to hereinafter as "CMTA") for exhibitor space in the **53rd Annual CMTA Hartford Boat Show** (referred to hereinafter as "Show") to be held at the Mohegan Sun Expo Center (referred to hereinafter as "Show Facility") for the total period of **January 15, 2024 – January 21, 2024**, with Public Show Dates of **January 18, 2024 – January 21, 2024**.

This Agreement is for the use of Exhibitor Space, as follows:

Booth

Acceptance of this Agreement does not constitute a lease of any particular space in the Show Facility. Participation in the Show and use of exhibitor space is not transferable in whole or in part by the Exhibitor.

If this Agreement is accepted and the Exhibitor fails to pay any of the amounts due on or before their due date, all rights of the Exhibitor to participate in the Show may be canceled by CMTA, at its sole discretion, without notice, and the Exhibitor shall remain liable for any unpaid amounts.

The Exhibitor acknowledges that its participation in the Show is subject to the purposes and objectives of CMTA. Upon acceptance by CMTA, the Exhibitor agrees to comply with all Show policies and instructions, including without limitation all provisions of the Exhibitor Manual, and to follow all reasonable requests of CMTA with respect to the administration and success of the Show.

This Agreement does not constitute a contract unless and until it is counter-signed and delivered by CMTA to Exhibitor, whereupon all its terms and conditions, including without limitation all the terms and conditions on the reverse side of this Agreement, shall become binding. The decision to accept or reject this Agreement is within the sole discretion of CMTA. The Exhibitor's participation in any previous Show sponsored by CMTA does not give rise to any rights with respect to the Show nor for any particular exhibitor location/booth within the show and does not create any presumption that CMTA will accept this Agreement, nor does acceptance of this Agreement establish any right or preference to participate in any future show.

Connecticut Marine Trades Association, Inc.

Exhibitor

By: _____

By: _____
(Authorized Signature)

Name: Tasha Cusson

Name: _____
(Print Authorized Signature)

Title: CMTA President

Title: _____

Date: _____

Date: _____

Address: Connecticut Marine Trades Assoc., Inc.
20 Plains Rd., Essex, CT 06426
(860) 767-2645 | (860) 767-3559 Fax
www.HartfordBoatShow.com
contact@ctmarinetrades.org

Address: _____

Person Responsible for coordinating booth:

Cell: _____

Email: _____

Exhibitor's CT Sales Tax #: _____

The CT Sales Tax Number must be supplied & will be provided to the Tax Department.

A COPY OF THIS APPLICATION WILL BE RETURNED WHEN COUNTERSIGNED BY CMTA

1. EXHIBITOR SPACE. Subject to the terms and conditions contained herein, the Connecticut Marine Trades Association, Inc. ("CMTA") shall permit the Exhibitor to use the exhibitor space (the "booth") indicated on the face hereof during the duration of the Show. CMTA reserves the right to change the location of the Exhibitor's booth at its sole discretion. If CMTA changes the Exhibitor's booth location, it will make reasonable efforts to relocate the Exhibitor at a booth comparable in size and visibility. If the total square foot area of the relocated booth differs from the square foot area of the original booth, a prorated fee adjustment will be made.

2. DIVIDERS.

a. The Show decorator will supply cloth dividers for accessory booths. If the back of the booth is on a pre-draped wall, no cloth back wall will be furnished.

b. Cloth dividers for boat display spaces larger than 100 square feet or for accessory booths larger than 300 square feet are available at extra cost from decorator. Please contact CMTA for more information.

3. EXHIBITS.

a. With respect to the show, all merchandise in the Exhibitor's exhibit shall be (I) owned by the Exhibitor, (II) merchandise for which the Exhibitor is a factory authorized dealer, representative, or distributor, and (III) new current model year as determined by the HIN number affixed pursuant to U.S. Coast Guard regulations. All product not required to carry HIN numbers must be in new, unused condition. Special exhibits may be exempted by Show Committee.

4. SHIPPING AND DELIVERY. The Exhibitor shall be responsible for shipping and delivery of all exhibit materials to the Show Facility. All shipments shall be prepaid. Exhibit materials will not be accepted at the Show Facility before the first day of set-up.

5. MOVE-IN AND MOVE-OUT.

a. **DATE AND TIME.** CMTA will notify the Exhibitor of the specific date and time for move-in and move-out in advance of the Show. The Exhibitor shall be prepared to move-in and move-out at its scheduled times and shall cooperate fully with CMTA to ensure that move-in and move-out occur in an orderly and timely fashion. The Show Committee reserves the right to impose at their discretion, and said Exhibitor will be liable to pay, a fine of up to \$500 per hour for disruption or delay of the show, or its move-in or move-out, for said Exhibitor's failure to meet these obligations.

b. **EXHIBITOR RESPONSIBILITIES.** The Exhibitor shall have an authorized representative at the Show Facility during set-up and tear-down and shall be responsible for adequate manpower necessary to prepare product and material for unloading/loading within their move in/out time window.

c. **DRAVAGE.** The Exhibitor shall utilize the drayage firm appointed by CMTA for the performance of any drayage services.

d. **SPECIAL ELECTRICITY, HANGING OF SIGNS.** Any special electrical wiring or sign hanging must be arranged through the Show Facility and must be approved in advance by CMTA. Installation of any of the foregoing shall be at the Exhibitor's expense and performed by the service provider contracted by the Show Facility. Electrical service will also be made available at the Exhibitor's expense by the Show Facility.

e. **STORAGE.** Storage of crates and/or packing materials, trailers, motor vehicles, or other items shall be the responsibility of the Exhibitor; such items may not be stored at the Show Facility.

6. USE OF THE SHOW FACILITY. The exhibitor acknowledges that the Show is being presented by CMTA in accordance with a contract between it and the Show Facility. The Exhibitor agrees that it will fully cooperate with CMTA to assure full compliance with that contract, including without limitation compliance with (i.) building code and fire code requirements, (ii.) insurance requirements, (iii.) requirements with respect to sales of food or merchandise, (iv.) provisions related to impermissible activities in the Show Facility, and (v.) requests of law enforcement agencies.

7. USE OF EXHIBITOR SPACE.

a. **AISLES, OVERHEAD SPACES, ETC.** The Exhibitor's exhibit, including without limitation all materials, signs, decorations, and Exhibitor personnel, must remain within the confines of the Exhibitor's booth. Aisles, passageways, and overhead spaces shall remain strictly under the control of CMTA. No signs, partitions, apparatus, shelving, etc. may extend more than eight feet above the floor along the rear of the booth, or four feet from the rear to the front of the booth. Both sides from that point forward to the aisle are not to exceed 36 inches in height for balance depth of the booth. The Exhibitor shall not erect signs or display merchandise or materials to obstruct the view or otherwise disadvantageously affect any other exhibit.

b. **CONTINUOUS USE OF EXHIBITOR SPACE; ALTERATIONS.** In the event the Exhibitor fails to occupy or use its booth or any portion thereof, or to have its exhibit completed and in place by the opening of the Show, CMTA may cancel the Exhibitor's right to use the booth as provided in Paragraph 17. The Exhibitor shall not place, move, alter, or dismantle its exhibit or any portion thereof after the Show is open to the public without the prior written consent of CMTA, nor shall it permit any materials or merchandise to be removed from the Show Facility without CMTA approval. If the Exhibitor removes any part of its exhibit prior to closing of the Show, on the last day of the Show it shall be liable for liquidated damages in the amount of \$500.00 for disrupting and defacing the Show prior to official closing.

c. **RIGHT OF THE ASSOCIATION TO REQUIRE CHANGES.** The Exhibitor acknowledges that the Show is being presented by CMTA in a manner that CMTA considers suitable for the display of Show-related products. The Exhibitor further acknowledges that the success of the Show depends upon the willingness of all exhibitors to defer to CMTA's experience and judgment with respect to creating and maintaining a suitable environment for the display of such products. Accordingly, CMTA may require changes in the Exhibitor's exhibit, or any portion or aspect thereof, if such exhibit (or portion or aspect thereof) is deemed by CMTA to be inconsistent with the Show policy, to disadvantageously affect any other exhibitor, or to be otherwise unsuitable or objectionable. CMTA shall make the determination of unsuitability or objectionability in its sole discretion and on any reasonable basis, including without limitation noise, lighting, audio systems, persons, animals, birds, things, conduct, or printed matter. The Exhibitor shall defend, protect, indemnify and save harmless the Show Committee, CMTA, the owners and/or operators of the Show Facility against any and all claims, suits, actions and/or judgments relating to said changes. The Exhibitor shall comply with any and all changes required by the Association pursuant to this Paragraph 7.

d. **PROPERTY DAMAGE.** The Exhibitor shall not injure, mar, or deface any part of the Show Facility or any other property used in connection with the Show and not owned by the Exhibitor. Without limiting the foregoing, the Exhibitor shall not (i.) drive, or permit to be driven, any nails, hooks, tacks or screws into any part of the Show facility, (ii.) use tape or any other adhesive-type materials on painted surfaces, or (iii.) affix to the walls, windows, or other parts of the Show Facility advertisements, signs, products, or other materials without the prior written consent of CMTA. The Exhibitor shall ensure that automobiles, trucks, similar conveyances, and machinery used in connection with its exhibit have a drip pan and/or protective material under to safeguard the floor from dirt, oil stains, etc.

e. **SAFETY.** The Exhibitor shall be responsible for the safety of its exhibit, including without limitation boarding ramps, stairs, ladders, and handrails. The Exhibitor shall take reasonable steps to ensure that no hazardous conditions are permitted to exist in its booth and shall comply with all reasonable requests of CMTA and the Show Facility with respect to the safety of persons or property during the Show and during move-in and move-out.

f. **REGULATION AND ORDINANCES.** The Exhibitor's exhibit shall comply with all city ordinances, state and federal regulations, and fire marshal instructions. All materials shall be flameproof, and all stairs and boarding ramps shall have solid handrails on both sides. The use and operation of audio-visual equipment and other apparatus shall conform to local regulations. The Exhibitor shall not store gas, fuel oil, propane tanks, or other flammable or hazardous materials in the exhibit area, and it shall not operate oil, gas, or gasoline engines except with the prior written consent of CMTA.

g. **LICENSES & TAXES.** Prior to the opening of the Show, the Exhibitor shall obtain any and all city, county, state, or federal licenses, inspections, or permits required by law in connection with the installation or operation of its exhibit as well as pay all state and local taxes.

8. SIGNS AND DECORATIONS.

a. **DECORATION OF ALL SURFACES.** All exposed surfaces of the Exhibitor's exhibit shall be finished and properly decorated by the Exhibitor. In the event any neighboring exhibitor has an open display, the Exhibitor shall finish and decorate both sides of the wall between it and such neighboring exhibitor. CMTA may, at its option, finish and/or decorate any unfinished or undecorated partitions, walls, trailers, or backs of signs that are visible to the public and the Exhibitor shall promptly reimburse any and all expenses thus incurred by CMTA.

b. **CARPETING.** The Exhibitor agrees to furnish carpeting to cover entire exposed public areas of booth. No concrete floor may be visible. Carpeting or suitable floor covering must be properly secured utilizing adhesives as approved by CMTA and in accordance with Show Facility guidelines.

c. **APPROVAL OF SIGNS.** All signs must be of professional quality and must be approved by CMTA prior to the opening of the Show. CMTA may, in its sole discretion, remove any sign that is deemed to conflict with the Show policy or that is deemed objectionable, inaccurate or misleading to the public or of unprofessional quality or workmanship. The Exhibitor shall not hang any signs from the ceiling without the prior written consent of CMTA and the Show Facility.

d. **ADVERTISING.** The Exhibitor may post product signs as part of its exhibit. Signs may show list price, dollar amount off and special net price, but no price on any sign should be crossed out. All signs should be of a professional appearance with no handwritten signs utilized.

9. DOOR PRIZES, ETC. The Exhibitor shall not conduct any door prize drawing, raffle, chance drawing, lottery, or similar activity unless and until approved by CMTA. No entry fee shall be charged for any such activity.

10. ALCOHOLIC BEVERAGES. None of the Exhibitor's employees, agents, subcontractors, or guests shall bring any alcoholic beverages into the Show Facility at any time during the Show or during move-in or move-out. The Exhibitor may not sell or provide food or beverages for consumption in the Show Facility unless otherwise approved by CMTA and the Show Facility. No demonstration of cooking shall be made without the prior written consent of CMTA.

11. RESTRICTED AREAS. With respect to CMTA Shows at the Expo Center at Mohegan Sun, none of the Exhibitor's employees, agents, subcontractors, or guests shall enter restricted areas of the facility. In addition to forfeiture of the right to participate in the Show, pursuant to Paragraph 17, any violation of this Paragraph will forfeit the Exhibitor from participating in any future shows presented by CMTA.

12. LIABILITY OF THE ASSOCIATION. Neither CMTA, nor the Show Facility shall be responsible for any loss or damage to the Exhibitor's exhibit or any part thereof from any cause whatsoever, including without limitation fire, pandemic, earthquake, civil commotion, acts of God, theft, accidents, terrorism, negligence, or vandalism. In the event the Show is delayed, interrupted, or not held as scheduled for any reason, CMTA shall not be liable for any resulting damages or expenses. If the Show is not held, CMTA may retain any amounts received pursuant hereto and use the same to pay expenses incurred in anticipation of the Show; after such expenses have been paid, CMTA shall refund any remaining amounts on a pro rata basis, as follows: first, refund of any amounts paid by exhibitors in excess of the initial deposit, and second, refund of each exhibitor's initial deposit. In no event shall CMTA be liable to the Exhibitor with respect to any claim or cause of action related to or arising out of this agreement or the Show for an amount in excess of fees paid by the Exhibitor to CMTA hereunder.

13. LIABILITY OF THE EXHIBITOR. The Exhibitor is entirely responsible for the exhibit space allotted to it and shall be liable for any loss or damage to the premises occurring in such exhibit space and for any loss or damage to any equipment used in connection with such exhibit space. The Exhibitor shall defend, protect, indemnify, and save harmless CMTA, its Officers and Directors, and the owners and/or operators of the Show Facility against any and all claims, suits, actions, judgments, losses, liabilities, and expenses (including attorney's fees) relating to the Exhibitor's participation in the Show, including without limitation claims, suits, actions, judgments, losses, liabilities and expenses arising from the injury or death of persons, or the loss of or damage to, property relating to (i.) any act or omission of the Exhibitor, its employees, agents, subcontractors, or guests in connection with the Show, (ii.) the Exhibitor's use of exhibitor space in the Show, or (iii.) any condition created by or for the Exhibitor in connection with its use of exhibitor space in the Show.

14. INSURANCE. The Exhibitor shall obtain automobile insurance, public liability insurance, and product liability insurance in such amounts and with such insurer or insurers as are acceptable to CMTA, and CMTA and the Show Facility shall be additional named insureds with respect to such insurance. The Exhibitor shall deliver a certificate of insurance evidencing such insurance no later than six weeks prior to the Show and should be prepared to provide and produce upon demand a certificate verifying that the Exhibitor has obtained appropriate Workers' Compensation coverage.

15. DEPOSIT. After acceptance of this application, no portion of the Exhibitor's initial deposit shall be refundable except as provided in Paragraph 12.

16. SECURITY INTEREST. In the event the Exhibitor fails to pay any fees or other amounts due or to become due hereunder, CMTA shall be entitled to take possession of any and all merchandise or materials displayed by the Exhibitor and to retain the same as security for such unpaid amounts. CMTA shall have the right to dispose of such materials or merchandise without notice to the Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be applied, first, to expenses incurred in connection with such sale, second, to amounts due by the Exhibitor, and any remaining amounts shall be distributed to the Exhibitor.

17. FORFEITURE OF RIGHTS. The Exhibitor shall automatically forfeit all of its rights to use exhibitor space and to participate in the Show if (i.) such rights are falsely obtained, or (ii.) the Exhibitor or any of its employees, agents, subcontractors, or guests violated Paragraph 11 and hereof, or (iii.) there is a change in the ownership or management of the Exhibitor at any time. CMTA may cancel the Exhibitor's right to participate in the Show at any time upon or after a breach by the Exhibitor of any of the terms and conditions hereof. In the event the Exhibitor's right to participate in the Show is forfeited or canceled pursuant to this Paragraph 17, it shall not be entitled to any refund of amounts paid to the Association hereunder and shall remain liable for unpaid portions of the fee for exhibitor space and for any other amounts due at the time of forfeiture or cancellation.

18. GENERAL PROVISIONS.

a. **NO ASSIGNMENT.** The exhibitor space allotted to this Exhibitor may be used only by the Exhibitor. The right to use such exhibitor space or any portion thereof may not be assigned, subcontracted, or otherwise transferred.

b. **HEADINGS.** The capitalized captions used herein at the beginning of Paragraphs are for reference only and shall not be deemed to define or limit any of the terms and conditions hereof or to affect their construction and application.

c. **ENTIRE AGREEMENT.** The terms and conditions set out above and on the face hereof are all of the terms and conditions agreed upon by the parties hereto. Such terms and conditions supersede any and all other agreements, oral or otherwise, regarding the Exhibitor's participation in the Show. Except for the Exhibitor Manual and such consents and waivers as are specifically referred to herein, no supplement, amendment, or modification of the terms and conditions contained herein shall be binding unless executed in writing and signed by both parties.

d. **NOTICE TO EXHIBITORS REGARDING USE OF MUSIC:** This notice shall serve to inform you that any use of music - from tapes, records, CDs, iPods, audio/visual presentations, live, radio or internet (over speakers) will require that you obtain permission for the use of that music under the U.S. Copyright Laws. If you use music subject to the U.S. Copyright Laws, it is your responsibility to procure any and all necessary licenses or permission for the use of the music. By exhibiting in the space contracted for, you, the Exhibitor, agree that you shall not use any music either from tapes, records, CDs, audio/visual presentations, live entertainment or radio (over speakers) without complying with any and all applicable laws and regulations required by the U.S. Copyright Law. You, the Exhibitor, further agree to indemnify and hold harmless, CMTA and the owners and/or operators of the show facility from and against any and all claims, damages, losses, and expenses, including but not limited to, attorney's fees arising out of, or related to your failure to comply with any and all applicable laws and regulations under the U.S. Copyright Law. **CMTA1018**