



Anacortes Boat & Yacht  
**SPRING SALE**  
**May 21-22, 2021**

**Company:** \_\_\_\_\_  **NTMA Member**  
**Contact:** \_\_\_\_\_  **Anacortes Chamber**  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ (address for weekly boat show updates)  
**Cost:** \$800 for first boat  
\$150/boat additional boats\*

\*Space is limited to 60 boats. To encourage variety and equity, the number of additional boats per exhibitor may be limited depending on overall demand for display space.

**Payment: Application are due Wednesday April 22 and must include 100% payment.**

I would like to bring \_\_\_\_\_ boats to the 2021 Anacortes Boat & Yacht Spring Sale.

<u>Brand</u>	<u>Model</u>	<u>Length Over All</u>	<u>Beam</u>	<u>Electrical</u> 30/50 AMP

**Note: Safety measures including Face Masks and Social Distancing are required. Boats will be displayed one per slip unless the total square footage (length x beam) of both boats sums to less than 550sf. Only one couple/family group is allowed to view a boat at a time. Please reference exhibitor handbook for details.**

The application is a binding contract between NMTA and the Exhibitor and includes the terms on both the face of this application and the Rules and Regulations included with this application. The exhibitor agrees to be bound by all such Terms and Conditions. Any exhibitor requests for cancellation or space changes are subject to these Terms and Conditions. By signing and submitting this form to NMTA, the Exhibitor acknowledges, agrees and consents to receipt of notices from NMTA and its affiliated using the contract information set forth on this form.

\_\_\_\_\_  
**Print Name** **Title**

\_\_\_\_\_  
**Exhibitor Authorized Signature** **Date**

**Please bill my credit card:**  **VISA**  **MasterCard (No AMEX)** or  **Pay by check**

**CC#** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_ **CVV Code** \_\_\_\_\_

**Email [katiemc@nmta.net](mailto:katiemc@nmta.net) or FAX TO NMTA: 206-632-0078**

## **Anacortes Boat & Yacht Spring Sale RULES AND REGULATIONS**

1. NMTA AFFILIATE MEMBER & ANACORTES CHAMBER OF COMMERCE MEMBER – NMTA Affiliate and Anacortes Chamber of Commerce Member Applicants by this Application/Contract petition the NMTA Board for participation in the 2021 Anacortes Boat and Yacht Spring Sale (ABAY).
2. APPLICATION DUE DATE AND PAYMENT SCHEDULE – This Application/Contract and required deposit must be received and accepted by NMTA on or before April 22, 2021 or bear a postal service postmark on or before the date of April 22, 2021. Final payment must accompany an application by April 22, 2021.
3. LATE PAYMENT FEE/SCHEDULE – If full payment is not received by the due date, a late payment of 10% of any balance due will be assessed.
4. EXHIBITOR HANDBOOK – Applicant agrees to be bound by the Spring Sale Rules and Guidelines contained in the Exhibitor Handbook. A copy of the Exhibitor Handbook can be obtained at [www.AnacortesBoatandYachtShow.com/exhibit](http://www.AnacortesBoatandYachtShow.com/exhibit) after April 2 or the exhibitor can request a copy to be furnished. Applicant agrees that if they fail to comply with the terms of this Agreement and the Spring Sale Rules and Guidelines set forth in the Exhibitor Handbook, the NMTA shall have the right, without notice to the Applicant, to remove applicants exhibit from the show.
5. MARINE RELATED EXHIBIT - NO SUBLETTING OF EXHIBIT SPACE:  
MARINE ORIENTED PRODUCTS ONLY: The ABAY Committee has established a policy that only marine oriented products can be displayed. This means that such items as campers, snow equipment, snow mobiles, automobiles, real estate (other than marine oriented projects), and time share vacations will not be permitted in the show without approval of the ABAY Boat Show Committee or its designee. Displays must have ample orientation; "pictures, brochures, samples, etc." showing application to the recreational marine industry.
  - A. NO SUBLETTING: Applicant agrees not to lease or sublease any portion of the assigned space to another individual or company with or without consideration.
  - B. NOT ANCILLARY: Applicant agrees not to allow use of any portion of the assigned space for another individual or company that is auxiliary to, related to or secondary to the applicant.
  - C. SUBTERFUGE: Applicant agrees not to intentionally misrepresent the true nature of the use of any portion of the assigned space.
  - D. PENALTY: Failure to comply with the use of space provisions (6 A-D) will result in forfeiture of show points.
6. CANCELLATION BY APPLICANT – In the event of cancellation by Applicant on or before April 22, 2021, the NMTA will refund monies paid upon applicant's assigned space being relet. Cancellation by the Applicant after April 22, 2021, shall result in forfeiture to the NMTA of the rental paid; provided, if NMTA relets the assigned space, NMTA shall retain \$300.
7. CANCELLATION/REDUCTION OF EXHIBIT SPACE BY THE NMTA – NMTA reserves the right to reduce Applicant's exhibit space and/or to revoke and cancel the acceptance of this Application/Contract by the NMTA with or without good cause. In the event of cancellation, the NMTA shall refund to Applicant its space rental payment. Applicant agrees to waive all claims for damages, arising from or caused by NMTA's cancellation, against 1) the NMTA, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 2) the Anacortes Chamber of Commerce, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 3) the Port of Anacortes, its employees, Officers, Board of Trustees, agents, committee members, and volunteers; 4) or any company providing NMTA with a temporary structure for Boat Show purposes.
8. LIABILITY/HOLD HARMLESS - Applicant agrees to indemnify and hold harmless the entities and individuals listed below from all claims damages, penalties, attorney fees, costs, and expenses related to any injury or damage to Applicant, Applicant's employees, persons providing services for the benefit of Applicant, and/or Applicant's guests and patrons, arising from Applicant's use of the assigned space, participation in the Anacortes Boat & Yacht Spring Sale, and/or Applicant's failure, in connection with participation in the Anacortes Boat & Yacht Spring Sale, to comply with all applicable laws, as provided in paragraph 11, below:
  1. NMTA, its employees, contractors, Officers, Board of Trustees, agents, committee members, and volunteers
  2. the Anacortes Chamber of Commerce, its employees, Officers, Board of Trustees, agents, committee members, and volunteers
  3. the Port of Anacortes, its employees, Officers, Board of Trustees, agents, committee members, and volunteers
  4. or any company providing NMTA with a temporary structure for Boat Show purposes.
9. APPLICANT INSURANCE – Applicant shall maintain forms of insurance coverage described in (a), (b), and (c) of this section and shall name as "Additional Insureds" for such policies: 1) Northwest Marine Trade Association, 2) Anacortes Chamber of Commerce, and 3) Port of Anacortes. Applicant shall maintain all risk property insurance covering Applicant's own property and property of others in the Applicant's care, custody, or control. Applicant agrees to waive subrogation against the Additional Insureds and their employees for loss of or damage to Applicant's property and property of others in Applicant's care, custody or control. Applicant's insurance shall be endorsed to make Applicant's insurance primary and non-contributory in any and all claims to any insurance Additional Insureds may carry. The policies shall be endorsed with a waiver of subrogation or waiver of the transfer of the rights of recovery in favor of Additional Insureds. Certificates of Insurance must be furnished to the Show Sponsors (defined as Northwest Marine Trade Association and Anacortes Chamber of Commerce), prior to move in, including a copy of the Additional Insured endorsement and other endorsements that validate the coverage requirements of this section.
  - a. Required of all Applicants. Commercial general liability insurance coverage for bodily injury, personal injury and property damage, including contractual liability, in the minimum amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate where aggregate limits apply.
  - b. Required for in-water vessels. If Applicant will have a vessel docked or moored in water at the Anacortes Boat and Yacht Spring Sale, Applicant shall maintain Protection and Indemnity insurance coverage for third party property damage and bodily injury with limits of at least \$1,000,000 per occurrence. This shall include vessel pollution liability, if not already included in the standard vessel owner's liability policy.
  - c. Required for motor vehicles. If Applicant will bring a licensed auto vehicle onto premises leased by Sponsors, (whether owned, leased or hired by Applicant) Applicant shall maintain auto liability insurance coverage for bodily injury and property damage arising out of vehicle operations on or about the premises and appurtenant areas with a single limit of at least \$1,000,000 per occurrence.
10. DAMAGE TO APPLICANT'S EXHIBIT – Applicant assumes all risks of damage to its exhibit and/or loss, by theft or otherwise, of the exhibit or other property. No claim arising from such loss shall be made by Applicant upon the Indemnified Parties as defined in Section 8.
11. COMPLIANCE WITH LAWS - Applicant agrees to comply with all applicable state, federal, and local laws, statutes, ordinances, rules, and regulations, including but not limited to those relating to health and safety, discrimination, harassment, reasonable accommodation, wages, working conditions, and environmental hazards.
12. MOVE IN/MOVE OUT – Applicant agrees to comply with the NMTA schedule of Move-In and Move-Out. The NMTA will advise Applicant of Applicant's Move-In schedule. The Move-Out schedule will be posted during the Boat Show at the Show Office.
13. APPLICANT'S ACCOUNT – All Applicant's account(s) with the NMTA must be paid in full before Applicant is assigned space or permitted to move in to the Spring Sale.
14. MUSIC – Playing recorded music, radio and television at Applicant's exhibit is prohibited. However, a video with background music may be played at Applicant's exhibit provided Applicant has first secured a license covering "public performance rights" or "all rights" to play the music contained in said video and has executed a Hold Harmless Agreement and Agreement Re: Use of Music at Boat Show Exhibit. Said Agreement must be delivered to NMTA by April 22, 2021. The sound volume must be acceptable to the NMTA Boat Show Director or the ABAY Boat Show Committee.
15. ALCOHOL – No alcoholic beverages shall be made available to the public, or consumed on boats or piers during the hours the show is open to the public.
16. NMTA DISPUTE RESOLUTION - APPLICANT AGREES THAT ANY CLAIM OR DISPUTE ARISING FROM OR CONCERNING THE ANACORTES BOAT & YACHT SPRING SALE (INCLUDING BUT NOT LIMITED TO A CLAIM OR DISPUTE CONCERNING THE VENUE, DURATION OR SCHEDULE FOR THE SHOW AND/OR CONCERNING LOCATION, ASSIGNMENT OR ALLOCATION OF SHOW SPACE) SHALL BE RESOLVED BY MEDIATION AND, IF NECESSARY, ARBITRATION BEFORE JUDICIAL DISPUTE RESOLUTION LLC OF SEATTLE, WA (JDR). TIME IS OF THE ESSENCE IN RESOLVING ANY SUCH CLAIM OR DISPUTE; AND ANY CLAIM OR DISPUTE MUST BE PROMPTLY PRESENTED AND BEST EFFORTS MUST BE MADE BY APPLICANT TO RESOLVE SUCH CLAIM OR DISPUTE PRIOR TO THE OPENING OF THE ANACORTES BOAT & YACHT SHOW. A CLAIM OR A DEMAND FOR DISPUTE RESOLUTION MUST BE MADE IN WRITING AND MUST BE OTHERWISE IN COMPLIANCE WITH THE RULES AND PROCEDURES OF JDR. THE FAILURE TO COMPLY WITH THE TIME REQUIREMENTS IMPOSED HEREIN MAY RESULT IN THE BARRING OF APPLICANT'S CLAIM.