



South Shore Harbour Marina, Houston, Texas  
March 22-25, 2012

## General Rules & Regulations

1) These General Rules and Regulations relate to the SOUTH WEST INTERNATIONAL BOAT SHOW (hereinafter called "the Show") to be held at the designated Marina facility as per the material contained within this package and contract at the designated times and dates. The Show is organized, managed, operated and produced by MMD Communications Corp (hereinafter called "the Organizers").

2) All exhibitors or applicants for exhibition space, either contracted or holding reservations for exhibition space, shall be bound by the General Rules and Regulations set forth in this agreement and contract and, any changes must be made in writing and signed by an authorized official of the Organizers, who shall have full power to interpret, make or amend these rules, provided that such authorized changes do not diminish the rights reserved for the Exhibitor or Applicant under this contract or application, and shall not operate to incur liabilities of its sponsor, agents, employees or associates.

3) Conditioned upon the Show facility being placed at the disposal of the Organizers, the Organizers shall assign to the Exhibitor for the period of the Show, the exhibition space specified herein or such other exhibit space of equivalent size and cost that the Organizers, at their sole discretion may assign. Such assignment is made for the period of the Show only and does not imply that same or similar space will be held or offered for future shows. Nothing contained herein shall entitle the exhibitor to participate in any show managed by the Organizer, or its affiliates, other than the Show so designated in the contract and in paragraph 1 above. The Organizers, by this agreement, bargain not only for the exhibition fee, but also for the presence of the Exhibitor throughout the Show. Failure of the Exhibitor to exhibit throughout the entire run of the Show, from opening day through to the final and concluding day, shall except at the discretion of the Organizers, be considered a material breach of this agreement and contract.

4) The Exhibitor agrees that all exhibit fees and all costs related to any promotional material, including, but not limited to banners, flags and electronic media, and to advertising in any show publication, including, but not limited to, the official show program, show video tape, show directory or show guide, must be paid to the Organizers prior to move-in by the Exhibitor to the Show site. In the event that the Exhibitor fails to pay any or all of these fees in a timely manner, at its sole and exclusive discretion, the Organizer may re-assign the exhibition space assigned and specified herein to another Exhibitor and assign alternative space to the Exhibitor. In the event that the Exhibitor pays the entirety of the exhibit fee after such assignment, the Organizers will assign such other exhibit space of comparable size, if then available, which the Organizers, at their sole and exclusive discretion, deem appropriate. In all cases the Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule contained herein. Furthermore, the Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum) on all past due fees. The Exhibitor also agrees to pay all collection costs of the Producer, including reasonable attorney's fees, together with cost of court incurred by the Producer in enforcing its rights hereunder.

5) No Exhibitor, or Applicant, shall be permitted to occupy, use or exhibit at said designated exhibition space, except at the sole and exclusive discretion of the Organizers, unless the full and contracted fees and balances due, as agreed to in the contract between the parties, has been paid and received by the Organizers, as good and clear funds, in the currency, and at the bank so designated by the Organizers when due pursuant hereto.

6) The Organizers make no representations or warranties regarding the number of persons who will attend or exhibit at the Show, such number being impossible to predict accurately at any time.

7) The Exhibitor further agrees that in the event that any advertising in any Show publication does not appear, or contains errors or omissions due to the fault of the Organizers, the Exhibitor will not hold the Organizers liable for any damages which the Exhibitor might incur as a result of the errors or omissions or negligence or of the failure of the advertising to appear. The Organizers reserve the right to circulate any advertising to Show registrants within 30 days after the Show dates, and such circulation shall represent an appearance of such advertising and no refund shall be due to the Exhibitor. The Exhibitor understands and agrees that the Organizers do not guarantee any specific circulation for any advertising purchased outside of the circulation to all Show registrants.

8) Upon or prior to the Exhibitor arriving at the Show, the Organizers shall supply the Exhibitor with an Exhibitor Service Manual containing further Rules and

Regulations governing operations at the Show and the Show site, together with details of official contractors. The Exhibitor agrees that these additional Rules and Regulations are an integral part of the agreement and are incorporated herein by reference. The Exhibitor shall observe and abide by additional regulations made by the Organizers for the efficient, safe operation or success of the Show as soon as the additional regulations are communicated to the Exhibitor.

9) Space assignment is solely for the display boats, products or product lines as represented in the Application and Contract by the Exhibitor to the Organizers. Any material change in the type or character of the Exhibitor's product line, requires the Organizers's prior written consent. No sales exclusivity on type of product is extended to any Exhibitor, unless specifically negotiated with the Organizers and such exclusivity is noted on the face of this agreement. The Exhibitor agrees to have adequate personnel in attendance at all times during the entire duration of the Show period.

10) Assigned space is not contingent on the location of Show entrances or exits, food concessions or attractions. It is agreed that assigned space is final and may not be changed once the Show has opened, except at the request of the Organizers. It is also agreed that, during the Show opening times, no boat will be removed from its slip or mooring, whether temporarily or permanently, without the written consent of the Organizers.

11) All designs for outdoor exhibits must be submitted to the Organizers for approval prior to construction. The Organizers's approval shall not relieve the Exhibitor from its obligation to obtain all necessary permits prior to construction. Exhibitors using outdoor space are permitted, at their own cost, to erect temporary shelter for protection against the elements, provided that this does not cause interference to other Exhibitors, traffic flow and safety of the Show and its participants and remains within the confines of the specified exhibition space.

12) The Exhibitor may not promote, in any way, any other trade show of any type without the written consent of the Organizers.

13) No photographs, video and/or digital recording on the Show premises shall be made without written authorization of the Organizers. The Exhibitor agrees that the Organizers may take photographs, video and/or digital recordings of the Exhibitor's exhibition area and personnel, during, before or after the open hours of the Show, for any promotional use by the Organizers without the requirement of compensation to Exhibitor therefore.

14) Exhibitors shall not use music, video or any other licensed product from any source which requires permission from the copyright owner unless they have, in advance, obtained license to perform such music, paid any fees required, and provided the Organizers with a copy of the fully executed license agreement. Exhibitors agree to indemnify the Organizers for all claims resulting from failure to comply with these agreements. The use of sound systems and video systems is permissible, provided that they are not audible more than three feet into the aisle or into the neighboring exhibit spaces and that the sound, and or light, from the video projection is directed into the Exhibitors own exhibit space, or vertically. The Organizers shall have absolute control over the implementation of this regulation, the intent of which is to ensure that sound and video systems not be audibly or visually objectionable to neighboring or adjacent Exhibitors.

15) No Exhibitor shall obstruct the view of any other Exhibitor, nor shall any Exhibitor conduct or operate his exhibition in any way that can be, or may be, considered objectionable to any other Exhibitor, as agreed by the Organizers. All lighting within the exhibit space must be arranged and operated so as not to be distracting to adjacent Exhibitors.

16) If the Exhibitor desires to cancel this agreement, the Exhibitor may only do so by giving notice thereof in writing sent to the Organizers by certified mail, return receipt requested and received by the Organizers prior to the opening date of the Show. In such event the Exhibitor shall be liable for 50% of the total exhibition fee and other charges contracted, if the written notice of cancellation is received by the organizers more than 90 days prior to the opening date of the show. If the cancellation is received less than 90 days before the opening date of the show, the Exhibitor will remain liable for 100% of the total exhibition fee and other charges contracted. Because these dates are related to the Show date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages for the injuries that the Organizers will suffer as a result of the Exhibitor's cancellation. This provision for liquidated



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and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizers to sustain damages. In this situation the Organizers's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore the provision for liquidated and agreed upon damages have been incorporated into this agreement as a valid presentation of these damages. The date of cancellation shall be the date that the Organizers receive the notice sent by the Exhibitor by certified mail, return receipt requested. The Organizers shall be entitled to close an exhibit at any time for failure by an Exhibitor, or his assignee, to perform, meet or observe any of the conditions or terms set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee. In the event that the Exhibitor decides to cancel this agreement according to the terms and conditions contained herein, and should the cancellation be received by the Organizer 30 days or less prior to the commencement of the Show set-up, the Exhibitor agrees to pay any additional expenses that the Organizers may incur in decorating the exhibit space which has been cancelled. The Exhibitor or applicant further acknowledges that the Organizers, having incurred expenses as a result of the contract and application, are not required to refund any of the fees to on the application or contract, and that the Organizers, are also entitled to any unpaid amounts as a result be owing to the Organizers.

17) In the event that because of war, fire, strike, hurricane or tropical storm, government disorder, public catastrophe, act of God, the public enemy or other cause such as, but not limited to, loss of the Marina facility, which is beyond the control of the Organizers, the Show or any part thereof is cancelled, prevented or determined to be inadvisable from being held, is cancelled by the Organizers or the exhibit space assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the sole discretion of the Organizers. The Exhibitor acknowledges that the Organizers will have sustained damages and losses as a result of the foregoing, as well, and shall, and does, hereby waive all claims for damages or compensation. The sums paid to the Organizers as fees or otherwise in connection with the Show shall remain the property of the Organizers and shall not be refunded. The Exhibitor shall have no right of access to any accounting, review or audit of the financial records of the Organizers. Any Exhibitor who cancels this contract prior to any cancellation of the Show by the Organizers shall not be entitled to any refund paid pursuant to this paragraph.

18) No delivery of merchandise to Exhibitors at the Show will be permitted during, or for three days after the Show. Neither the Organizers or the Marina facility accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to the Exhibitor at any time. Deliveries to Exhibitors shall be made only under the conditions and during the times specified in the Exhibitor Service Manual. The Organizers and the Marina facility are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. The Organizers, their agents and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who require private security must hire them from the Organizer's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Show areas with firearms. Exhibitors agree to hold the Organizers harmless from any claims resulting from the use of firearms owned, or in the possession of, the Exhibitor or its personnel.

19) The Exhibitor agrees that neither the Organizers and management, nor the owners of the Marina facility, nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for and the same and are hereby released from accountability and liability for any damages, harm, loss or injury to the person or property of the Exhibitor or of the Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water accident or any other cause. The Exhibitor also agrees that the Organizers, the management, and owners of the Marina facility, will not obtain insurance against such damage or loss, harm or injury to any person or property of the Exhibitor or any of the Exhibitor's officers, official contractors, agents, employees or other representatives and that the procuring of the insurance against those risks is solely the responsibility of the Exhibitor. The Exhibitor agrees to indemnify, defend, protect, hold and save harmless the Organizers, Marina facility owners and their managers against and from any claims, demands, suits,

liabilities, damages, loss, costs, attorney fees and expenses of whatever kind or nature, including, but not limited to, subjugation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on the Exhibitor's part or on the part of any of the Exhibitor's officers, official contractors, agents, employees or other representatives, including, but not limited to, claims of damage or loss to the Marina, facility and property, or from or out of damage, loss, harm or injury to the person or any property of the Exhibitor or any of the Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

20) The Organizers will attempt to assist the Exhibitor in obtaining any necessary travel documents, tickets, visas, accommodation etc. requested of Organizers in writing. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary Government, travel or hotel authorities will or shall not constitute a basis for cancellation or this contract or application, and it is clearly understood that no refunds whatsoever shall be made under these circumstances. The Exhibitor however, may substitute another party or company who meets the travel, entry and Government formalities necessary for entry into the country where the Show is to be held.

21) The Organizers, their sponsors, agents or employees, are not responsible for any loss, damage or delay incurred in freight shipments into and out of the country where the Show is to be held. The Exhibitor is urged to adequately insure all shipments.

22) The Exhibitor shall abide by and observe all national, international, state, City of Houston and local laws, ordinances, rules and regulations, all rules of the Show including Marina rules and regulations, all union regulations, and shall obtain all necessary permits or licenses at the Exhibitor's own cost.

23) Attendee Show hours and hours for Exhibitor use shall be controlled solely by the Organizers. Admission procedures, either by ticket or badge, will be under the control of the Organizers, who retain the right to refuse entry without giving any reason. Exhibitors must obtain from the Organizers the necessary passes to admit their executives, agents, contractors and workmen during the installation, exhibition and dismantling periods. Each Exhibitor must arrange, at their own cost, for the conveyance of goods to and from his exhibition space.

24) Exhibitors shall not in whole or in part sell, transfer, assign or sublet to a third party, their rights to an exhibition space, or any portion thereof, without written consent from the Organizers.

25) No gasoline spirit or liquid, or other dangerous or inflammable substance is to be brought on to the Show site, without written consent of the Organizers, with the exception of where such items would normally be found on a boat lying in a Marina slip.

26) Sanitary facilities will be provided by the Organizers. However, boats in slips or on moorings will be allowed use of their own facilities in accordance with the accepted rules of the Marina.

27) Each Exhibitor is bound in all aspects by these General Rules and Regulations and in addition shall be bound by and comply with and deemed to have full knowledge of the Rules, Conditions and Regulations of the Marina facility copies of which may be inspected at the Organizers's office.

28) In the event that any term or provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

29) This agreement is deemed to be entered into, and governed by, the laws of The State of Texas, USA. The Exhibitor consents to the jurisdiction of the courts of The State of Texas, USA for the resolution of any disputes and claims arising out of and/or relating to this agreement. However, nothing contained herein shall obligate the Organizers to enforce its right in the State of Texas, USA if jurisdiction is proper elsewhere.

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