

# Anacortes Boat & Yacht Show

## Featuring Trawlerfest

Cap Sante Marina, Anacortes, WA

May 18 - 20, 2023

www.AnacortesBoatandYachtShow.com

Company _____	Cell Phone _____
Contact _____	Business Phone _____
Address _____	Public Phone _____
City/ST/Zip _____	*WA State UBI # _____ <b>REQUIRED</b>
<input type="checkbox"/> NMTA Member	**Email _____
<input type="checkbox"/> Chamber of Anacortes Member	*Required to exhibit ** E-mail address will receive weekly boat show updates.

### APPLICATION & CONTRACT FOR EXHIBIT SPACE

#### DUE: MARCH 31

#### LATE MEMBER RATE

In-Water: (LOA x Beam) \$2.50 per sf	\$ _____	Applications received in April will incur a 15% late fee
Marina Tenant Flat Rate \$2,200	\$ _____	Applications received in May will incur a 30% late fee
Accessory Tent (10 x 10) \$660	\$ _____	Between April 1-30, 2023 \$ _____ x 1.15 = \$ _____
Plaza Space \$7.80 per sf	\$ _____	
Trailerable (full display) \$1.00 per sf	\$ _____	Between May 1-15, 2023 \$ _____ x 1.30 = \$ _____
Boat Yard Flat Rate \$2,200	\$ _____	
<b>TOTAL</b>	\$ _____	

Estimated Amount Due (from above) \$ \_\_\_\_\_

**50% DEPOSIT or more of estimated amount due must accompany application.** **DEPOSIT \$** \_\_\_\_\_

- Application and deposit due: March 31, 2023
- Space allocation will not be made without proper deposit and signed contract
- Where actual space assigned exceeds the amount requested, applicant agrees to pay for said assigned space at prevailing rates

**Applicant has read and agrees to be bound by the terms of this Application and Contract. A fifty percent (50%) DEPOSIT (see #2, page 3) must accompany signed APPLICATION and CONTRACT FOR EXHIBIT SPACE and must be received by dates listed.**

_____	_____
Print Name	Title
_____	_____
Exhibitor Authorized Signature	Date

Make checks payable to **Northwest Marine Trade Association**

**50% Deposit Due: March 31, 2023**      **Final Payment Due: April 21, 2023**

Circle Payment Method:    Check                    Mastercard                    Visa                    We cannot process AMEX

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_ Name on Card: \_\_\_\_\_

A fee of 2.5% will be added to all Credit Card payments

**Deposit:** \$ \_\_\_\_\_ x 1.025 = \$ \_\_\_\_\_ Charge Amount  
(2.5%)

Any Applications received after April 21, 2023 must be accompanied by 100% payment. Exhibitors with outstanding payments due before show opening will not be permitted to move into the show. Mail in advance to ensure compliance with deadline dates!

**APPLICATION & CONTRACT FOR ANACORTES BOAT & YACHT SHOW DISPLAY**

Boats for display (Manufacturer/Model)	Year	In-Water, Trailer Lot or Yard	Power or Sail	Beam (in feet)	LOA* (in feet)

In-Water: \$2.50 per Sq. Ft. per boat (LOA x Beam)

Trailerable: \$1.00 per Sq. Ft. for Display Area

Total In-Water Square Feet Requested

Total Trailerable Square Feet Requested


\* Length overall includes all equipment, accessories and other attachments (including, but not limited to, bow, pulpit, swim platform, etc)

\*\* In-Water and Trailerable displays are based on each vessels total square footage (LOA x Beam)

\*\*\* Electrical order forms will be available in the exhibitor handbook available by April 3, 2023

**ANACORTES BOAT & YACHT SHOW LISTING FOR PROGRAM & WEBSITE**

**ACCESSORY AND BOAT DISPLAY INFORMATION FOR SHOW PROGRAM, WEBSITE**

IMPORTANT! This information is for Exhibitor Listings in the Boat Show Program, online at www.AnacortesBoatandYachtShow and press information.

SELECT THE TOP THREE (3) CATEGORIES you will be displaying at the Anacortes Boat & Yacht Show. If you select more than three, show management will modify your selections. If you have exhibited at an NMTA show previously the selections you made are shown.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Boats: Brokerage                    | <input type="checkbox"/> Cleaners & Adhesives                        | <input type="checkbox"/> Marine Hardware                          |
| <input type="checkbox"/> Boats: Electric                     | <input type="checkbox"/> Clothing, Outerwear & Footwear              | <input type="checkbox"/> Marine Properties                        |
| <input type="checkbox"/> Boats: Inflatables & Dinghies       | <input type="checkbox"/> Computers and Software                      | <input type="checkbox"/> Marine Repair & Services                 |
| <input type="checkbox"/> Boats: Manufacturer                 | <input type="checkbox"/> Docks, Davits, Floats, Lifts, Anchoring     | <input type="checkbox"/> Navigational, Charting Aids & Instrument |
| <input type="checkbox"/> Boats: Personal Watercraft          | <input type="checkbox"/> Electrical, Generators & Batteries          | <input type="checkbox"/> Paints & Finishes                        |
| <input type="checkbox"/> Boats: Power                        | <input type="checkbox"/> Electronics & Communications                | <input type="checkbox"/> Plumbing, HVAC & Watermakers             |
| <input type="checkbox"/> Boats: Rowing, Canoes, Kayaks       | <input type="checkbox"/> Engine Controls & Accessories               | <input type="checkbox"/> Propellers                               |
| <input type="checkbox"/> Boats: Sail                         | <input type="checkbox"/> Engines: Outboard & Inboards                | <input type="checkbox"/> Safety Equipment & Services              |
| <input type="checkbox"/> Boats: Wood                         | <input type="checkbox"/> Finance & Insurance                         | <input type="checkbox"/> Sails and Sail Handling Equipment        |
| <input type="checkbox"/> Boatyards                           | <input type="checkbox"/> Fishing Equipment & Accessories             | <input type="checkbox"/> Seats, Canvas Foam & Graphics            |
| <input type="checkbox"/> Books, Videos, Publications & Media | <input type="checkbox"/> Gifts, Jewelry, Art and Nautical Goods      | <input type="checkbox"/> Superyacht Activities & Services         |
| <input type="checkbox"/> Cabin & Gallery Equipment           | <input type="checkbox"/> Instruction and Education                   | <input type="checkbox"/> Surveyors, Vessel Title, Legal           |
| <input type="checkbox"/> Chandlery & Marine Supply Store     | <input type="checkbox"/> Marinas, Resorts, Slip Rental & Yacht Clubs | <input type="checkbox"/> Trailers                                 |
| <input type="checkbox"/> Charter, Lease, Rental, Share       |  | <input type="checkbox"/> Watersports & Scuba Equipment            |

**LOCATION TYPE & REQUESTS**

Our company would like to display in the:

- |  |  |   |   |                                |
|--|--|---|---|--------------------------------|
| <input type="checkbox"/> In-Water Boat Display | <input type="checkbox"/> Trailerable Boats | <input type="checkbox"/> Accessory Tent | <input type="checkbox"/> Marina Tenant        | <input type="checkbox"/> Plaza |
|  |  |   | <input type="checkbox"/> Dry Storage Boatyard |                                |

**Important**

Members requesting space in the Boat Display areas must be a boat dealer, broker or manufacturer and provide a copy of your state vessel dealer license or be a boat manufacturer and provide a copy of a current MSO document with a valid manufacturer's ID code.

Vessel Dealer License: \_\_\_\_\_

Manufacturer's ID Code: \_\_\_\_\_

**Please include any specific location requests:**

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Locate us next to: \_\_\_\_\_

Do not locate us next to: \_\_\_\_\_

## ADDITIONAL APPLICATION / CONTRACT TERMS

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 2023 Anacortes Boat Yacht Show (ABAY).
2. APPLICATION DUE DATE AND PAYMENT SCHEDULE – This Application/Contract and required deposit must be received and receipted by NMTA on or before March 31, 2023 or bear a postal service postmark on or before the date of March 31, 2023. Final payment must be received by the NMTA on or before 5:00 p.m. April 21, 2023.
3. LATE APPLICATION/PAYMENT SCHEDULE – Any Application/Contract for exhibit space received by the NMTA on March 31, 2023 or later will not be awarded a show point and will be billed at the applicable rate.
4. LATE PAYMENT FEE/SCHEDULE – If final payment is not received by the due date, a late payment of 10% of any balance due will be assessed. The late payment fee must accompany the final payment. Final payment and late payment fee must be received by the NMTA on or before April 21, 2023 (or bear a postal service postmark on or before April 21, 2023) or space will be reassigned.
5. EXHIBITOR HANDBOOK – Applicant agrees to be bound by the Boat Show 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 3 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 Boat Show 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.
6. MARINE RELATED EXHIBIT NO SUBLETTING OF EXHIBIT SPACE:
  - A. MARINE ORIENTED PRODUCTS ONLY: The ABAY Boat Show 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.
  - B. NO SUBLETTING: Applicant agrees not to lease or sublease any portion of the assigned space to another individual or company with or without consideration.
  - C. 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.
  - D. SUBTERFUGE: Applicant agrees not to intentionally misrepresent the true nature of the use of any portion of the assigned space.
  - E. PENALTY: Failure to comply with the use of space provisions (6 A-D) will result in forfeiture of show points.
7. CANCELLATION BY APPLICANT – In the event of cancellation by Applicant on or before April 21, 2023, the NMTA will refund monies paid upon applicant's assigned space being relet. Cancellation by the Applicant on or after April 21, 2023, shall result in forfeiture to the NMTA of the rental paid; provided, if NMTA relets the assigned space, NMTA shall retain \$300 or fifteen percent (15%) of the invoiced rental, whichever is greater, as liquidated damages.
8. 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.
9. 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 Show, and/or Applicant's failure, in connection with participation in the Anacortes Boat & Yacht Show, to comply with all applicable laws, as provided in paragraph 12, 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.
10. 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, 3) Port of Anacortes, and 4) Active Interest Media. 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 Show, 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 Show 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.
11. 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 9.
12. 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.
13. 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.
14. 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 Boat Show.
15. 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 21, 2023. The sound volume must be acceptable to the NMTA Boat Show Director or the ABAY Boat Show Committee.
16. NMTA DISPUTE RESOLUTION - APPLICANT AGREES THAT ANY CLAIM OR DISPUTE ARISING FROM OR CONCERNING THE ANACORTES BOAT & YACHT SHOW (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.