

## EXHIBITOR TERMS, RULES AND REGULATIONS

These Exhibitor Terms, Rules and Regulations ("rules") are included in, and a part of, the Exhibitor Application/Contract ("Agreement") for exhibit space (including both digital and physical offerings) entered into by exhibitor with the National Marine Manufacturers Association (referred to herein as "NMMA" or "show management") for the boat show specified therein ("show"). Each exhibitor, on behalf of itself and its employees, officers, directors, agents, and contractors, agrees to abide by these rules and by any amendments or additions hereafter made by show management. Show management has the right to adopt additional rules and regulations governing the allocation of space, show display guidelines and other requirements from time to time in its sole discretion (collectively, Additional Rules). All such Additional Rules are incorporated in these rules by reference and are a binding part of the Agreement. These rules (including the Additional Rules) are printed annually in the booklet "NMMA Allocation Procedures and Display Guidelines" (which may also be found on NMMA's website) and such booklet (including any later additions, corrections or clarifications made by show management to such booklet) are a binding part of the Agreement. Exhibitors may contact show management for a current hard copy of the booklet. The term "show management", as used in these rules, includes any third party retained by NMMA to manage and/or the show. All rights and authority granted to NMMA in these rules or the Agreement may be exercised by, or designated to, Informa (or other third party) in NMMA's sole discretion.

**1. Admissible Exhibits.** 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 the show. NMMA reserves the right to determine the eligibility of any company, product, signage, images, footage, or other material for inclusion in the show. No exhibitor shall exhibit or permit to be exhibited in the space allocated to them (including any digital or online space), any product, merchandise, signage, or display material other than that specified in the Agreement. Exhibitor agrees that NMMA may remove any exhibits or materials that it deems to be of a disruptive, objectionable or inappropriate nature. Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decrees 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. EPA.

**2. Payment for Space and Other NMMA Products, Services & Membership Dues.** Member rates apply only to space occupied by the member's own products. Exhibitors must return their Agreement 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, or show floor reallocations that may occur from time to time. NMMA members must be in Good Standing as of 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. Exhibitors who fail to make space payments in accordance with the terms of the Agreement 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. Any checks marked with notations as "payment in full" (or similar language) will be cashed and processed by show management provided, however, such notations are null and void and show management reserves the right to pursue exhibitor for all amounts due and owing under the Agreement in the event such payment does not represent full payment of such amounts.

**3. Cancellations, Cutbacks & Space Changes.** Should exhibitor wish to cancel or terminate the Agreement or modify its exhibit space, it must notify NMMA in writing and such cutback or cancellation must be confirmed in writing by NMMA in order to be effective. A cancellation penalty representing all or a portion of the total amount due and owing under the Agreement will be assessed according to the following formula: (i) a penalty in the amount of 25% of all amounts owing under the Agreement will be due if the Agreement is cancelled 1 day past the first payment deadline date (as noted in the Agreement); (ii) a penalty in the amount of 75% of all amounts owing under the Agreement will be due if the Agreement is cancelled 1 day past the second payment deadline date (as noted in the Agreement); and (iii) a penalty in the amount of 100% of the total amount owing under the Agreement will be due if the Agreement is cancelled 1 day past the third payment deadline (as noted on the Agreement). If Exhibitor deposits received to date are in excess of the stated penalty, then Exhibitor will be entitled to a credit for the difference. This credit (i) may be applied to any outstanding invoice for a past NMMA show or service or used as a deposit for show space provided, however, it may not be used for a different show in a different market; (ii) must be used within 12 months of written notice of cancellation; and (iii) will not be paid in cash. If Exhibitor deposits received to date are less than the stated penalty, Exhibitor must remit a check for any shortfall to NMMA once the cancellation or cutback has been confirmed. 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 Agreements have been accepted and signed, NMMA has the right to relocate the exhibitor's space.

**4. Display Guidelines and Restrictions.** See Additional Rules.

**5. Late Arrivals & Staffing.** 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, will be required to forfeit their show participation rights without refund or credit of any kind due or owing. Exhibits must be set up and staffed during all open show hours.

**6. Subleasing.** Exhibitors may not sublease their space. Sublease includes renting, sharing, donating or in any way allowing or permitting 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 delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

**8. Show Guide/Use of Materials & Marks.** Exhibitor understands and agrees that it (including its name, logo, contact, and other information and materials) will be included in the printed, digital and/or online version(s) of the show guide (collectively, the "Show Guide"), on the Digital Boat Show Platform (as defined below) and otherwise used by show management in connection with the show. Exhibitor may, in accordance with the terms of the Agreement, submit photographs, video and other footage, digital and other images, text, brochures, product pricing and specs, sales materials, warranty information, promotional and other materials (collectively, "materials"), to show management (including its contractors, agents, and affiliates) for inclusion on the Digital Boat Show Platform, in the Show Guide and for general use by show management in connection with the Show. Exhibitor hereby grants show management (including its contractors, agents, and affiliates) a perpetual, irrevocable, worldwide, royalty-free, sub-licensable, transferable, non-exclusive license to display, modify, edit, translate, transmit, create derivative works from, make available and otherwise use exhibitor's name, logo, trademarks, and service marks (collectively, "marks") and all materials submitted to show management (including its contractors, agents, and affiliates) in connection with the show. Digital Boat Show Platform, Show Guide including, without limitation, for purposes of advertising, marketing, distributing, publishing, developing, promoting, producing, maintaining, improving, offering and delivering the Show, Show Guide and/or Digital Boat Show Platform and promoting the exhibitor's products and/or services. To the extent name badges issued to exhibitor and its employees, contractors, and representatives in connection with the show include photographs of such individuals, exhibitor hereby grants show management (including its contractors, agents, and affiliates) the right to use such images on the Digital Boat Show Platform, in the Show Guide and in other materials relating to the show. Exhibitor represents and warrants that (i) it has the authority to grant the licenses and rights set forth above; (ii) it owns all right, title and interest including, without limitation, all copyright and trademark rights, in and to the materials (including, without limitation, all music, images, footage, recordings and other materials included therein) and the marks or has obtained all rights necessary from the owner of such materials and marks to grant show management the licenses and other rights granted herein; (iii) neither the materials nor the marks infringe, misappropriate, or violate any trademark, copyright, or other intellectual property rights of any third party; (iv) the materials do not include any unlawful, discriminatory, defamatory, sexually explicit, racially objectionable, or otherwise offensive content, images, material, text, or other information; and (v) the materials are true and accurate and do not misrepresent exhibitor or its products or services.

**9. Digital Boat Show Platform.** All online or digital opportunities and products offered in connection with the show including, without limitation, the online/digital version of the Show Guide, microsites, experience tiles and exhibitor listings (collectively, the "Digital Boat Show Platform") are governed by and subject to these rules and the Additional Rules. THE DIGITAL BOAT SHOW PLATFORM (AND ALL PRODUCTS/SERVICES OFFERED IN CONNECTION THEREWITH OR THEREUNDER) IS PROVIDED "AS-IS," AND SHOW MANAGEMENT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. SHOW MANAGEMENT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, SUITABILITY, OR AVAILABILITY OF THE DIGITAL BOAT SHOW PLATFORM OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF THE DIGITAL BOAT SHOW PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE DIGITAL BOAT SHOW PLATFORM WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE DIGITAL BOAT SHOW PLATFORM OR INCLUSION OF EXHIBITOR'S PRODUCTS, INFORMATION, OR OTHER MATERIALS THEREIN WILL MEET EXHIBITOR'S REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; OR (E) ERROR OR DEFECTS WILL BE CORRECTED; OR (F) THE DIGITAL BOAT SHOW PLATFORM (OR ANY SERVER(S) THAT MAKE THE DIGITAL BOAT SHOW PLATFORM AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**10. Force Majeure.** Show management shall not be liable for any failure to perform its obligations under the Agreement, these rules or the Additional Rules or for any liability, cost or expense arising out of or in connection with its decision to cancel the show due to circumstances beyond its reasonable control including, without limitation, hurricanes, tornados, fires or other natural disasters, terrorism, riots, sabotage, strikes, labor disputes, war, any act or omission of any government or governmental authority, declarations or orders of government, power failure, computer failure, telecommunications failure, curtailment of transportation facilities, infectious disease, epidemic, or other similar cause or other events beyond its control, including emergency or non-emergency conditions (each a "force majeure event"). In the event show management cancels, postpones, or delays the show or otherwise fails to perform its obligations under the Agreement due to a force majeure event, show management will not be liable or responsible for any damages, losses, fines, fees, penalties, or other expenses incurred by exhibitor in connection with such failure. Notwithstanding the foregoing, in the event the show is cancelled due to a force majeure event or a force majeure event prevents exhibitor's show space from being made available to exhibitor at the start of the show, the Agreement shall terminate and exhibitor hereby waives any claim for property or other damages or compensation except for a pro-rata refund on the amount

paid by exhibitor under the Agreement after deduction of expenses and losses incurred by show management in connection with said show and there shall be no further liability on the part of either party.

**11. Security.** Show management and its employees, officers, directors and agents are not and will not be liable or responsible for any theft, loss, or damage of whatever nature, direct or indirect, of an exhibitor's valuables, goods, products or property arising from or in connection with any cause, act or omission whatsoever with the exception of loss or damage caused solely by show management's gross negligence. Exhibitor is solely responsible for the safety and security of its property, valuables, products, and goods. Exhibitor is required to follow and use all of the security arrangements made by show management for property and valuables when the show is not open.

**12. Insurance.** Exhibitor must maintain the following insurance at all times during the show, including move-in and move-out periods: (i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in such amounts and 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 NMMA, and other parties as delineated in the sample insurance certificate provided to exhibitor), as Additional Insureds; and (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 \$500,000 endorsed with National Marine Manufacturers Association, Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's. Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, must be furnished to NMMA no later than 30 days before the scheduled move-in date for the show. Exhibitor understands and agrees that neither show management nor the venue maintain insurance covering the exhibitor's property and it is the exhibitor's sole responsibility to obtain such insurance. Exhibitor waives any rights of subrogation available to exhibitor or its insurance underwriters.

**13. Copyrights & 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 music or materials. Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, exhibitor's or exhibitor's agents' employees' incorporation or use during the show of any music, written material, dramatic rights, inventions, devices, products, images, footage 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 show management (including its Affiliates, directors, officers, employees, agents, and members) from and against any and all 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.

**14. Use of NMMA Trademarks.** NMMA's name and logos, including the name of the show and NMMA's other trademarks and materials (collectively, "NMMA Marks") are proprietary and may not be used by exhibitor in its materials, signs, advertising, promotions, product literature, or on its website(s) or social media accounts either inside or outside the exhibit area. This rule applies before, during and after the show, unless NMMA has approved and agreed to exhibitor's use of the NMMA Marks in writing. Exhibitor's advertising and marketing of its participation in the show in any medium, including but not limited to on any website(s) or social media account(s) owned or controlled by exhibitor (or elsewhere on the internet) must comply with these rules. If, in the reasonable belief of NMMA, exhibitor's activities or use of the NMMA Marks (i) infringe any of the NMMA Marks; (ii) violate these rules; or (iii) is likely to cause confusion, mislead, or deceive the public or industry as to the source affiliation, connection, or association of NMMA or the show with exhibitor or its goods, services or other commercial activities, NMMA reserves the right to cancel exhibitor's space and revoke seniority points for future shows. NMMA's decision on all such matters will be final. Exhibitor may not, without NMMA's prior written permission (i) use the NMMA Marks on its social media accounts or on websites or in domain names, meta tags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords); (ii) take any action to divert web searches away from the official show website or NMMA's other websites; or (iii) take any action to direct web searches to exhibitor's website, social media or other accounts using the NMMA Marks.

**15. Compliance with Law.** Exhibitor agrees that it shall at all times comply with all applicable federal, state and local laws, statutes, regulations, ordinances, and orders including, without limitation, the laws of the United States, Canada, and the European Union applicable to its activities and interactions with show attendees and visitors to show related websites, social media and other applications, 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.

**16. Americans with Disabilities Act ("ADA").** Exhibitor is responsible for complying with all applicable public accommodations requirements of the 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 and materials required to enable disabled individuals to participate equally in the Exhibitor's exhibit or access its materials.

**17. Waiver, Release & Indemnification.** Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, hereby agrees to indemnify, hold harmless, defend and reimburse show management, the Atlantic City Boat Show, Atlantic City Convention Center, Atlantic City, New Jersey National Marine Manufacturers Association, Inc., and their respective managers, contractors, directors, officers, employees, agents and members, and each of them (collectively, "Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever 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 show, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of exhibitor (including its directors, officers, employees and agents) in the performance or breach of these rules, the Additional Rules or the 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, death or illness 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 participating in 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 show management (including its employees or contractors). Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, acknowledges exhibiting and attending show increases the risk of its employees, agents and contractors contracting or spreading COVID-19 and hereby agrees to forever indemnify, release and hold show management, including its officers, directors, managers, agents, employees, and other representatives, harmless from any and all claims, actions, or causes of action which Exhibitor (or its employees) may now have, or which may hereafter accrue, whether for personal injury, illness, death, or property damage, whether known or unknown, arising out of or in any way resulting from its participation or attendance at the show, usage of show property or the show venue during the COVID-19 pandemic. SHOW MANAGEMENT'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY EXHIBITOR UNDER THE AGREEMENT. IN NO EVENT SHALL SHOW MANAGEMENT BE LIABLE TO EXHIBITOR OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**18. Applicable Law.** The Agreement is governed by and shall be 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 the Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and exhibitor hereby consents 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. Exhibitor and show management each waive the right to a jury trial in the event of any such litigation. Neither exhibitor nor show management 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 the Agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning the Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against exhibitor by show management for the collection of fees or other sums due show management pursuant to the 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 the Agreement. Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under the Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**19. Enforcement, Interpretation & Revisions.** Show management has the right, in its sole discretion, to revise, amend, interpret, and enforce these rules, the Additional Rules and the Agreement as well as to make all decisions 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, exhibits and materials permitted at the show or to be used in connection with the show or the Show Guide 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 exhibitor's booth, or in violation of the rules, Additional Rules or the Agreement, will be asked to leave immediately and may be subject to such additional penalties as may be determined by show management in its sole discretion. Exhibitor and its employees, contractors and agents must comply with all rules, policies and regulations adopted by the venue or host of the show, and with all applicable federal, state, municipal and local laws, codes and regulations which affect the show and/or exhibition space. Show management's failure to enforce (or delay in the enforcement of) these rules, the Additional Rules, the Agreement or any right, power, or remedy that show management may have under these rules, the Additional Rules or the Agreement will not impair any right, power or remedy that show management may have under these rules, the Additional Rules or the Agreement or serve as a waiver thereof.

### ADDITIONAL ATLANTIC CITY BOAT SHOW RULES & REGULATIONS:

- Motorized vehicles are not permitted in exhibits without show management's prior written approval.
- Boat exhibitors may display up to 20% of unused previous model year boats in their display.
- All semi and non-related product exhibits must display a nautical theme. Non-compliance can/will result in loss of renewal rights
- Video or audio equipment is permitted but must be operated so as not to create a disturbance.
- Membership rates are available to MTA/NJ members whose dues are paid in full by 1/1/23.
- Space must be paid in full to receive exhibitor credentials. Failure to meet payment deadlines may result in reallocation of your space.
- All exhibitors must submit an appropriate certificate of insurance prior to 1/31/23.
- All bulk space carpet is included in the sq. ft. price unless noted and VISTA Convention Services is the designated contractor for installation and removal of carpet.
- Boat information and carpet choice must be submitted by 1/9/23, otherwise contracted exhibitor may incur an additional \$1.25 psf. charge for space.
- Bulk space exhibitors are responsible for all damage (stains, rips, tears, etc.) to the carpet in their display regardless of the party responsible for such damage.
- Replacement cost is \$8.50 psf.
- Duplication of boat brands in more than one display is not permitted without the written consent of the Atlantic City Boat Show management, brand manufacturer, and brand dealer who exhibited in the previous year's show.

