



KELOWNA YACHT CLUB

1414 Water Street
Kelowna, BC V1Y 1J1
Phone: (250) 762-3310
Fax: (250) 763-9960

Website: www.kelownayachtclub.com

BOAT & LEISURE SHOW – May 1st and 2nd, 2010
Exhibitor Information

2010 Price List - (prices do not include GST)

Dry-Land – inside tent – 8x10 booth includes electrical, pipe and drape, table with 2 chairs...	\$550.00
Dry-Land – Paved - Premium (indicated by "P" on site maps).....	\$275.00
Dry-Land – Paved – Regular (all others).....	\$250.00
Water Slips – New Boats	\$250.00
Water Slips – House boats	\$400.00
Water Slips – Used Boats (Dealer, Broker or private seller)	\$150.00
Water Slips – Used Boats – KYC Members	\$100.00

Show Dates and Times:

Friday – April 30 th	move in times, see below
Saturday – May 1 st	10:00am to 5:00pm
Sunday – May 2 nd	10:00am to 5:00pm

Office Hours:

Friday – April 30 th	9:00am to 7:00pm
Saturday – May 1 st	9:00am to 5:00pm
Sunday – May 2 nd	9:00am to 5:00pm

Show Committee:

Chair	Betti Smith / Ken Smith
Clothing	Roger Setka / Steve Wolfendon
Dry-land Display	Ron McCreary / Rory Pleasants
Entertainment Coordinator	Murray Williamson
Exhibitor Relations	Dan Coombs
Facilities Coordinator	Heather Terris
House & Bar (KYC)	Kim van Pelt / Karen Dowsett
Manager (KYC)	Randy Prost
Media	Jason Tansem
Moorage Manager (KYC)	Brent Fennell
Office & Administration	Chris Anderson / Jane Bowering
Registration Coordinator	Dot Schoneberg
Security	Mike Terris / Brian Fennell
Used Boats	Bob Radcliffe
Volunteer Coordinator	Sandy Williamson
Water Display	Gary Peterson / Chuck Henderson
Youth & Education	Valerie Cloutier

Do's and Don'ts of the Show and the Club:

- When in the basin, dead slow, 3 knots, no waves or wake.
- No hats are to be worn in the Club.
- Alcoholic beverages are only allowed in designated areas.
- Non members of the Yacht Club must sign our guest book.
- Exhibitor signs are only allowed in the contracted area.
- No vehicles will be allowed to stay in the exhibition lot.
- Absolutely NO fueling in the basin at any time.
- No boat repairs in the Yacht Club basin – NO power tools or paint brushes
- Do not obstruct any exit wharves or exit walkways.

Space Rental:

- Exhibit space will be assigned on a first-come, first-served basis.

Security:

24 hour security will be provided on the docks and in the parking lots from Friday at 6:00pm through to Sunday at 5:00pm.

Risk:

All property used or exhibited is at the risk of the exhibitor. The Kelowna Yacht Club will not assume any responsibility for the safety of exhibits against theft, robbery, fire, and accidents or for any matter or thing whatsoever.

Move-in & Move-out hours:

- **On the Water** – exhibitors can start moving in on Thursday after 9:00am and move out in a timely fashion after the show on Sunday. No exceptions. Any other arrangements must be approved by the Moorage Manager – Brent Fennell.
- **Yacht Club Dryland** – exhibitors can start moving in on Friday after 4:00pm and must move out by 9:00pm Sunday night. There is no security on Sunday night and the City of Kelowna requires the use of the parking lot for 7:00am on Monday morning. Exhibitors must leave spaces clean and tidy.
- **City Hall Dryland** – exhibitors can start moving in on Friday after 6:00pm and must move out by 9:00pm Sunday night. There is no security on Sunday night and the City of Kelowna requires the use of the parking lot for 7:00am on Monday morning. Exhibitors must leave spaces clean and tidy.
- **Inside Tent Exhibitors** – Due to the length of time to set up the tent and pipe and drape, move in may begin as early as 6:00am Saturday, May 1st, 2010. All exhibits must be completely set-up prior to the show start of 10:00am.
- **Boat Trailer Storage** is for out-of-town exhibitors ONLY. NO repairs or maintenance is to be carried out in the trailer storage yard. **All boat trailers must be removed from the storage site no later than 9:00pm on Sunday, May 2nd, 2010.**

Permissible Exhibits:

Show management reserves the right to determine the eligibility of any company or product for inclusion in the show. Exhibitor agrees that KYC (Kelowna Yacht Club hereinafter known as KYC) may remove any exhibits that it determines are of disruptive, objectionable or inappropriate nature.

Display Characteristics:

Dimensions of all exhibit areas are believed to be accurately stated on the plans. If there is a discrepancy or error, KYC will make every effort to correct the situation once it is brought to our attention.

Late Arrivals:

Exhibitors arriving for set-up after the times noted above can be relocated to any locations specified by KYC or, if no alternative is available, may be required to forfeit their show participation rights.

Staffing of Exhibits:

Exhibits must be staffed during all show hours.

Exhibit removal prior to Sunday close of the show is strictly forbidden. Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

Payment for Space:

Exhibitors must submit all required forms and be paid in full before they are assigned space in the show. Space assignments and notifications will begin the week of March 1st, 2010. Please be patient as we always try to accommodate everyone's needs, and this may require some 'juggling'.

Cancellations and Cutbacks:

Should the exhibitor wish to cancel this contract or reduce the total amount of space(s), the KYC will refund all payments received only if written notice of the request for cancellations is received by the KYC before the contract is signed and accepted.

Once a contract has been countersigned, written notice of a cutback or cancellation must be sent to the KYC. A credit of funds received prior to that date will be used according to the following formula:

- ⊗ 75% credit – 91 days or more prior to opening day.
- ⊗ 50% credit – 90 days or less prior to opening day.
- ⊗ 25% credit – 60 days or less prior to opening day.
- ⊗ No credit – 30 days or less prior to opening day.

For all exhibitors requesting a space reduction, the KYC reserves the right to relocate the exhibit or reconfigure it.

Subleasing:

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or any way allowing 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.

Liability Insurance

All Exhibitors shall provide the KYC with a Certificate of Liability Insurance for \$2,000,000, with the KYC and the City of Kelowna included as Additional Insureds. If the Exhibitor engages in on-the-water activities, the coverage must extend to cover those activities.

Indemnification:

The Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Kelowna Yacht Club and their Board of Directors, members, agents and employees, and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgements recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from 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 (ii) for any injury to or death 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 of Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space; (iii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other person in connection with the show, or the use of the space. Such indemnification shall not be effective if damage or injury results solely from the gross negligence or willful misconduct of the show sponsor, the Kelowna Yacht Club or any of their directors or members.

Acts of God:

The KYC shall have no liability whatsoever for any matter or thing resulting from strikes, lock-outs, fire, acts of terrorism or war, or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, the KYC shall return to Exhibitor payments made by Exhibitor after deducting there-from a pro-rata share of expenses incurred with said show.

Copyrights:

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from Exhibitor's or Exhibitor's agents or employees incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless the KYC and its directors, officers, members and employees from any 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 of use.

Amendments:

The KYC has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.

Exhibitor agrees to comply with all such terms, rules and regulations. Failure to comply with such terms, rules and regulations shall entitle the KYC to terminate KYC's obligations under this contract and remove Exhibitor from the show.

Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.

No failure by KYC to enforce or any delay in the enforcement of any rights or power by KYC shall impair any right, power or remedy that KYC may have under this contract.

Indemnity Agreement:

An Indemnity Agreement must be completed, signed and dated by the exhibitor, and returned, with full payment to the KYC in order to confirm your space.

Liability Insurance (sample form is included):

The KYC Boat and Leisure Show takes place on land leased from the City of Kelowna, who requires that each Exhibitor must carry Comprehensive Liability Coverage with minimum limits of at least \$2,000,000 per occurrence, and that the City of Kelowna and the Kelowna Yacht Club be included as Additional Insureds to the Exhibitor's liability policy. Confirmation of this coverage must be provided by a Certificate of Liability

Insurance to be prepared by the exhibitor's insurance broker and filed with the KYC or its' broker at least 30 days prior to the show.

The policy must contain a Cross Liability Clause.

If the Exhibitor engages in on-the-water activities, the liability coverage must extend to ensure those activities.

Exhibitors should give these insurance requirements to their insurance broker immediately, and request that their broker prepare the necessary Insurance Certificate, and forward it , along with your Application for Space to:

Kelowna Yacht Club
1414 Water Street
Kelowna, BC V1Y 1J1
Phone: 250-762-3310 Fax: 250-763-9960

Please provide your Insurance Brokers name and phone number where indicated on the application. Insurance Brokers or exhibitors can contact Geoff Sutherland directly for further information concerning this insurance requirement. If you do not carry liability insurance, please contact Geoff Sutherland, at 250-869-3810, directly to discuss the purchase of a short term liability policy.

Application Instructions:

Applications and full payment must be received by the KYC as early as possible as space will be assigned on a first come-first served basis.

Exhibitor Forms Required:

New/Used Boat Exhibitor (In-Water dealers only)

- For Information Only – **Exhibitor Application Instructions**
- FORM A – Application for Space
- FORM B – Indemnity Form
- FORM C – Boat Dealer In-Water New/Used Display Description Form
- For Information Only – **Sample of Certificate of Insurance Form**

Broker/Private Boat Sales (Used):

- For Information Only – **Exhibitor Application Instructions**
- FORM D – Broker/Private Boat(s) Sales (Used) Slip Application Form
- FORM B – Indemnity Form
- For Information Only – **Sample of Certificate of Insurance Form**

All Other Exhibitors:

- For Information Only – **Exhibitor Application Instructions**
- FORM A – Application for Space
- FORM B – Indemnity Form
- For Information Only – **Sample of Certificate of Insurance Form**
- **Showtime Event & Display Order Forms** (Furniture & Accessories, Audio Visual Equipment, Electrical Services and Materials Handling)
- **Avalon Event Rentals** (Tents) *NOTE: Any exhibitor supplying their own tent is required, by the City of Kelowna, to ensure that it is anchored with either water barrels or sand bags. If you DO NOT have these, arrangements will be made to get them for you and all costs will be passed on to you.*