

VICTORIA HARBOUR BOAT SHOW

Terms, Rules and Regulations

1. **Vessel move-in:** Move in schedules will be emailed and discussed with each exhibitor. If you have a boat change after sending in your contract, please call immediately to assure your layout placement.

2. **Late Arrivals:** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

3. **Cancellation of Contract:** If this agreement is cancelled by an Exhibitor for any reason, or by the BCYBA because of Exhibitor's default or violation of the agreement, monies paid to the BCYBA by Exhibitor shall be retained as follows. If cancellation occurs on or after 14 days before the show opening, BCYBA shall retain the entire rental fee. The retained fees shall be liquidated for damages for the direct and indirect costs incurred by the BCYBA for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-letting of the space.

ALL CANCELLATIONS MUST BE IN WRITING.

4. **Space:** The space contracted for is to be used only by the Exhibitor whose name appears on the contract and no portion can be sublet, combined or assigned without written approval of the BCYBA. Placement will be determined as soon as possible following the reservation deadlines. Written confirmation of the space assignment will be sent no later than 10 days before the opening of the show.

5. **Anchor, Lines and Fenders:** All vessels shall have adequate lines and fenders for all vessels and shall be prepared to drop an anchor with chain, when and where deemed necessary by the BCYBA. Exhibitor agrees to secure boat lines at the direction of show staff.

6. **Liability:** The Exhibitor is entirely responsible for the areas rented by him/her and shall not injure, mark or deface premises. A \$50 clean-up fee will be charged, at the BCYBA discretion, to any exhibitor who fails to remove materials from their exhibition space at the time of move-out. The Exhibitor agrees to reimburse the BCYBA and/or Greater Victoria Harbour Authority for any loss or damage occurring to the premises or equipment. All Exhibitors must have adequate insurance with a minimum of \$1 million for Personal Liability coverage.

7. **Membership:** All Exhibitors must be BCYBA approved and member of the BCYBA in good standing to receive the BCYBA discount.

8. **Space Allocation Policy:** BCYBA members shall be guaranteed a minimum space in the show to accommodate their smallest boat, subject to a signed application being submitted with all required information including payment by the application sign-up deadline. First priority in space allocation shall be given to BCYBA members who exhibited the prior year, subject to a signed application being submitted with all required information including payment by the

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application deadline. Second priority shall be given to BCYBA members that have or have not previously exhibited, subject to a signed application being submitted with all required information including payment by the application sign-up deadline. Third priority shall be given to non-members that have previously exhibited, subject to a signed application being submitted with all required information including payment by the application sign-up deadline. Fourth priority shall be given to non-members that have not previously exhibited, subject to a signed application being submitted with all required information including payment by the application sign-up deadline. Fifth priority shall be given to BCYBA members and non-members, on an “as available” basis, if a signed application is submitted with all required information including payment in full AFTER the application sign-up deadline.

9. Insurance: The *BCYBA Victoria Harbour Boat Show* shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason. Including theft, unless such loss or damage is caused solely by the gross negligence of BCYBA Boat Show, GVHA or any of its employees. Exhibitor is required to follow and used all of the security arrangements made by the BCYBA Boat Show and GVHA for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance coverage. A) Worker’s compensation and employer’s liability insurance covering its employees in province in which the show is being held, in accordance with the statues, rule and regulations promulgated by that provinces covering authorities. B) Comprehensive general liability insurance, including blanket contractual liability insurance naming BCYBA Boat Show and GVHA as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming BCYBA Boat Show, GVHA as an additional insured with limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit. C) All-risk property insurance covering all of Exhibitor’s property brought into or used in connection with the show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (1) waiver if subrogation against BCYBA, GVHA its members, officers, employees and agents, and (2) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged. Certificates of insurance shall be furnished as soon as possible to BCYBA Boat Show if requested by show management prior to or following the show. The exhibitor understands that neither the BCYBA Boat Show nor the GVHA, maintain insurance covering the Exhibitor’s property and it is the sole responsibility of the Exhibitor to obtain such insurance.

10. Amendments: The show management 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 such terms, rules and regulations. Exhibitor’s failure to comply with such terms, rules and regulations shall entitle BCYBA Boat Show to terminate BCYBA Boat Show’s obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitors space. Exhibitor agrees

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to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the show space. No failure by BCYBA Boat Show to enforce or any delay in the enforcement of any rights or power by BCYBA Boat Show shall impair any right, power or remedy that BCYBA Boat Show may have under this contract.

11. Admissible Exhibits: Exhibitor agrees to display only good quality new and used boats and marine related products. Exhibitor will not display any product 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 this show. Show management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application. Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or of an inappropriate nature.

12. Move Out: No Exhibitor shall be permitted to move out before 5PM Sunday of the last day of the show, except with the advance written approval of the BCYBA. Exhibitors, who move out early without permission, or Exhibitors that are not prepared to move out at the designated move out time, agree to pay the BCYBA \$500.00 for liquidated damages. Move out shall proceed in an orderly, safe manner as directed by BCYBA.

13. Subleasing: Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in 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.

Thank you for your participation and support.

Please email or telephone Steven Threadkell, Boat Show Manager for more information.

Email: stthreadkell@shaw.ca Mobile: 250-885-9134