

**TERMS AND CONDITIONS**

**PAYMENT SCHEDULE:** 50% deposit is required with all reservations as space is limited, no reservation will be confirmed without a 50% deposit. Full Payment is Due and Payable to: **Dana Point Harbor Boat Show**, NO Later than May 20, 2011. Deposits are fully refundable if written cancellation is received in our office prior to May 20, 2011.

**BASIC SHOW COSTS:** Do not include any of the following: 1) signs 2) electricity or lights, 3) storage of any type of exhibit material, before, during or after the event, 4) the rental of any support material such as tables, chairs, carpet, etc. or any 5) boarding platforms or steps.

**EVENT SECURITY:** Although the **BOAT SHOW** will have 24-hour professional security in place and on duty between 5:00 pm on Wednesday, June 8 through 12:00 noon on Monday, June 13, 2011, please be advised that all exhibits, products, displays and/or boats, from the time of the boats/exhibitors arrival, to the time of their departure, no matter when that arrival or departure takes place, is at the exhibitor's/owner's sale risk and responsibility. **IN SUMMARY:** All exhibits displays and/or boats participating in the **Dana Point Harbor In-Water BOAT SHOW** shall be at the exhibitor's sole risk. **The Dana Point Harbor In-Water BOAT SHOW'S** sponsors, exhibitors, agents and/or producers assume NO RESPONSIBILITY OR LIABILITY for ANY loss or damage whatsoever thereto.

**INSURANCE:** All in-water & trailer boat exhibitors must provide original Certificate of Insurance naming the following as ADDITIONAL INSURED: 1) **Dana Point Harbor Boat Show**, 2) **OC Dana Point Harbor**, 3) **Vintage Marina Partners, L.P.** and 4) **Hebert Management Associates**. Said insurance certificate shall be in effect for the Dana Point Harbor Boat Show, including but not limited to, the period from 6:00 AM June 8, 2011 through 11:59 PM June 13, 2011. Certificates of Insurance must be received no later than 5:00 PM on Friday, May 20, 2011. Please mail original copy to the following address: Dana Point Harbor Boat Show, 849 North Stanley Avenue, Los Angeles, CA 90046.

**CHECKS:** There will be a \$30 handling charge for any exhibitor's check being returned for insufficient funds. Replacement of these funds thereafter must then be made by cash or certified check.

**MOVE-IN: Trailer Boats and Personal Watercraft** must be positioned on Tuesday afternoon, June 7 between 1:00 and 5:00 PM or on Wednesday morning, June 8 between 8:00AM and 12:00 PM. **Land Exhibit Displays** must be set up on Wednesday June 8 between 1:00pm and 5:00PM or on Thursday morning, June 9 between 8:00AM and 11:00AM. **In-Water Boats.** Approximately one week prior to the start of the event, each in-water exhibitor will be notified of a very specific arrival/docking schedule. Some may be positioned on Tuesday, June 7 with the balance being docked on Wednesday, June 8, 2011. As most experienced in-water exhibitors are aware, it is imperative that the producers obtain the total cooperation and prompt/accurate arrival time of in-water boats to facilitate the most efficient positioning and set-up. All in-water boats will be supplied with a Boat Show Dock Manager Cell Telephone number, as well as the assigned Boat Show VHF radio channel for event set-up and move-in communication.

**MOVE-OUT:** We encourage all boats and exhibitors to strike their displays, and remove all their boats/property on Sunday evening June 12 after the Show closes at 5:00 pm and before the gates/docks are locked at 8:00 pm. But under any/all circumstances, **all boats, exhibits and displays must be removed no later than 12:00 noon on Monday, June 13, 2011 when the boat show venue reverts back to County of Orange.** In the event of the failure of an exhibitor to remove their boats, displays or property by this 12:00 noon Monday, June 13 deadline, exhibitor agrees to pay for any and all additional costs associated with the removal/movement/storage/labor/legal costs of such exhibit(s) and/or boat(s).

**INTERNET/E-MAIL COMMUNICATION:** By providing the DANA POINT HARBOR BOAT SHOW with your e-mail address, and by confirming it with your signature below, applicant acknowledges and approves possible future internet e-mail communication regarding the DANA POINT HARBOR BOAT SHOW. The BOAT SHOW stipulates that this e-mail address will be maintained as a confidential BOAT SHOW address and will not be sold or provided to any other person, organization and/or third party. If after receiving any e-mail communication from the BOAT SHOW, and you then wish to unsubscribe or "opt-out" from any future notifications, please follow the instructions at the conclusion of the e-mail message and your e-mail address will be purged from the BOAT SHOW data base.

**INDEMNIFICATION:** In applying to be an exhibitor for the **Dana Point Harbor In-Water Boat Show**, I acknowledge that I have read all the above listed Terms and Conditions and agree to act in accordance with them. Exhibitor shall indemnify and hold harmless the 1) **Dana Point Harbor Boat Show**, 2) **OC Dana Point Harbor** 3) **Vintage Marina Partners, L.P.** and 4) **Hebert Management Associates**, their officers, officials, employees, staff and/or agents from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, subcontractors or anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sale negligence, or willful misconduct of the **Dana Point Harbor Boat Show**, **OC Dana Point Harbor**, **Vintage Marina Partners**, and or Hebert Management Associates.