



Delray Beach Marriott
Delray Beach, Fla.
November 3-5 , 2008
APPLICATION FOR EXHIBIT SPACE

Company Name _____

Street Address _____

City, State, Zip, Country _____

Representative to Be Contacted _____

Business Title _____

Phone _____ Fax _____ Email _____

Number of booths needed: _____

Description of company products and/or services. This information will appear in both *Marine Log's* Exhibitor Preview and in the Booth Directory distributed at the event. Please limit to 25 words. (This can also be e-mailed to mzolkos@sbpub.com.)

Booth Price: \$1,875 (U.S.) per 8' x 10' booth for exhibitors.
Booth price includes 1 - 6' skirted table, 2 side chairs, 1 wastebasket, back and side wall drapings, identification sign, and one (1) full conference registration granting admission to all conference sessions and social events for the designated booth manager.

PREFERENCES IN BOOTH LOCATION:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Do not put me next to (company) _____

Please sign and return this form along with your payment. Please make checks payable to Marine Log. ***Please note that reservations are not finalized until payment has been received in full.***

We hereby make application for exhibit space at **FERRIES 2008**. We agree to abide by the terms and conditions as set forth by Marine Log (please see enclosed Exhibitor's Agreement).

Name (please print) Signature Date

Please direct your inquiries and applications to Jane Poterala, Conference Director, Marine Log
345 Hudson Street, 12th Floor, New York, NY 10014
T: (212) 620-7209 - F: (212) 633-1165 - E: jpoterala@sbpub.com

MARINE LOG, 345 HUDSON ST., NEW YORK, NY 10014
CONDITIONS OF THE EXHIBITOR'S AGREEMENT

1. APPLICATIONS AND ELIGIBILITY - Application for booth space must be made on the printed form provided by *Marine Log*, contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor/producer or supplier of services or equipment that will enhance the business and the purposes of the *Marine Log* meeting or convention, and facilitate those purposes, may apply for booth space. *Marine Log* reserves the absolute right to reject any such application.

2. AGREEMENT TO CONDITIONS - Each exhibitor, for him or herself and his or her employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with *Marine Log*.

3. ASSIGNMENT OF SPACE - Classification of exhibits and assignment of space will be determined by *Marine Log* based on the character of the proposed exhibits and individual requirements and preferences as to location for each exhibitor. Once space has been approved by *Marine Log*, no exhibit will be moved except by mutual consent of the parties.

4. INSURANCE - In all cases, exhibitors wishing to insure their goods must do so at their own expense.

5. BOOTHS - Standard U.S. booth equipment (back and side wall draping, and identification sign) will be provided by *Marine Log* without cost to the exhibitor. If an exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths. No part of any display may be over seven feet in height.

6. CARE OF EXHIBIT SPACE - The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted.

7. PROTECTION OF THE EXHIBIT FACILITY - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel or convention hall exhibit area without permission of *Marine Log* and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of the Exhibit Manager, the hotel or conventional hall manager or their assistants.

8. INSTALLATION AND DISMANTLING - The special requirement as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the particular conference or convention. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior to the official opening of the show. Space not occupied or set up by that time may be re-assigned for other purposes by *Marine Log*.

9. DEFAULT OCCUPANCY - Any Exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and *Marine Log* shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by one hour before the official show opening.

10. ACCESS TO DISPLAYS - *Marine Log* may from time to time promulgate such regulations governing hours of access to displays and eligibilities for admission hereto as may be found in its judgement to be most practical.

11. PERSONNEL - Booth personnel, including demonstrators, receptionists, and models are required to confine their activities within the exhibitor's booth space. All exhibitors participating in *Marine Log* conferences or conventions are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibitions and the meeting.

12. USE OF SPACE - Exhibits shall be shown only in the official exhibit area as established by the Exhibit Manager of *Marine Log*. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment, or services in private suites or rooms during the conference or convention, in accordance with prior agreements between *Marine Log* and official of hotels and the convention bureau of the locale of the specific conference or convention.

No exhibitor shall permit any other corporation or firm to use the space allotted to him, nor shall he display articles not manufactured or sold normally by him. If any article of a non-exhibiting firm or business is required for the operation or display of an exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by written permission of the Exhibit Manager.

The exhibitor has sole responsibility for obtaining any necessary licensing rights for any music that originates from their display or booth.

13. DISTRIBUTION OF PRINTED MATTER, ETC. - Neither exhibitors nor non-exhibitors shall distribute to the conference or convention delegates printed matter, sam-

ples, souvenirs, and the like, except from within rented space. Special distribution of such material elsewhere must be approved by the Exhibit Manager.

14. CONFLICTING MEETING & SOCIAL EVENTS - In the interest of the success of the entire convention and exhibition, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of delegates or exhibitors from the convention or exhibit hall during the official (session, exhibit hall or social) hours of the convention and exposition.

15. CANCELLATION OR RELOCATION OF CONFERENCE OR CONVENTION - In the event of cancellation or relocation of any conference or convention due to circumstances within *Marine Log's* control, the liability of *Marine Log* shall be limited to a refund of deposit fees paid to *Marine Log* by exhibitors.

16. CANCELLATION BY EXHIBITOR - Should the exhibitor be unable to occupy and use the exhibit space contracted for and should he notify *Marine Log* in writing at least 60 days prior to the opening of the conference of convention, all fees paid by the exhibitor will be refunded. No refund of any fees will be made if notice of cancellation is received less than 60 days prior to opening of the show.

17. FERRIES' RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY - *Marine Log* reserves the right to remove from the hotel or convention hall premises any or all of the property of the exhibitor should the conference or convention be cancelled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.

18. VIOLATIONS OF THE CONDITIONS - Any of the following actions by an exhibitor shall constitute a violation of the Exhibitor's Agreement:

- a. Use of a display of equipment, products, or services which varies in any significant way from the description on the Application for Exhibit space.
- b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
- c. Failure to follow the procedures prescribed in sections 1 through 17.
- d. Failure to remove his property from the hotel or convention hall upon cancellation or relocation of the conference or convention.

18. LIABILITY -

a. *Marine Log* undertakes no duty to exercise care, nor does it assume any responsibility, for the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be property secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised by *Marine Log* shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.

b. The exhibitor agrees to indemnify and hold *Marine Log* and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.

c. *Marine Log* shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if nondelivery is due to any one of the following causes: destruction or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of law; or any cause beyond its control. *Marine Log* will, however, reimburse exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by *Marine Log* for advertising, administration, and similar and related costs.

19. REMEDIES -

a. General. In the event the exhibitor violates any of the conditions of the Exhibitor's Agreement, *Marine Log* reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

(1) *Marine Log* may order the exhibitor to remove his exhibit and personnel, or have them removed under the provisions of sections 17. In these circumstances, no part of the exhibitor's fees will be returned.

(2) *Marine Log* may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at future conferences or conventions sponsored by *Marine Log*.