



## SHOW RULES & REGULATIONS

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# DISPLAY REGULATIONS

**BULK/OPEN AREA EXHIBITORS** or anyone planning a newly constructed, elaborate display must submit a to-scale drawing of their exhibit to Show Management for approval. Please advise us if your exhibit has not been altered since last year; thus, you may not need to reapply for approval. This drawing should be submitted no later than **Monday, December 2**.

**TWO STORY EXHIBITS** require the submission of floor plans to the Building Department by a New York State registered architect. Standard guidelines are available from the Javits Center upon request. Compliance with these specifications will eliminate the need for exhibitors to file for individual building permits. Compliance with and use of these standard specifications in no way relieves the exhibitor from any insurance & indemnification requirements or liabilities. For more information or a copy of these guidelines, call **Josh Rosales at 646-370-3679**.

**HEAVY EXHIBITS:** Maximum carrying capacity of the third level exhibition floor in the Javits Center is 350 lbs. per square foot. Exhibitors displaying large cruisers or heavy engines must arrange for cradles, skidding or platforms with a bearing area on the floor sufficient to distribute the weight of boats or engines in compliance with these limitations.

Engine exhibits should, if possible, be shipped fully mounted on their exhibition stands. It will be to your advantage to arrange engine exhibits or other mechanical installation so that a minimum of labor will be required after uncrating. All work of this nature performed at the Javits Center must be done by union labor, and this includes hoisting and setting up motors or other heavy machinery where rigging, carpentry, electrical, painting or decorative work is required. It is recommended that advance arrangements be made through your display house and/or the NMMA Freight Department.

**FLAMEPROOFING:** Carpets, drapes, curtains, scenery, woodwork and other flammable materials used in construction or artistic enhancement of displays, must be treated for flame resistance by a method or a compound approved by the New York Board of Standards and Appeals. An affidavit must be filed with the fire department or kept available in the display for the fire inspector to see on demand. Samples of merchandise for sale are exempted from above rules.

**SOUND:** Exhibitors must police their own booths to be sure the noise level from presentations is kept to a minimum and does not interfere with others. Show Management reserves the right to determine at what point sound constitutes interference with others and must be limited or discontinued.

**FUEL TANKS:** All fuel tanks must be emptied & free of vapors. All tanks will be subjected to Fire Marshal inspection.

# NEW YORK BOAT SHOW TERMS, RULES AND REGULATIONS

Rules and Regulations related to the allocation of space and show display guidelines are all those adopted by the National Marine Manufacturers Association (NMMA) Shows Committee and are a binding part of the Exhibitor contract. These rules are printed annually in the booklet "NMMA Allocation Procedures and Display Guidelines". This booklet and any later additions, corrections or clarifications made by NMMA are a binding part of the Exhibitor contract. These guidelines may be found on our website, or contact NMMA for a current hard copy.

## 1. ADMISSIBLE EXHIBITS

a) 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 this show.

b) NMMA reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application.

c) Exhibitor agrees that NMMA may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

d) Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decree 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. Environmental Protection Agency (EPA).

## 2. PAYMENT FOR SPACE AND OTHER NMMA PRODUCTS, SERVICES & MEMBERSHIP DUES

a) Member rate applies only to space occupied by the member's own products.

b) Exhibitors must return their exhibit space contract 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, and show floor reallocations that may occur from time to time.

c) NMMA members must be in Good Standing at 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.

d) Exhibitors who fail to make space payments in accordance with the terms on the reverse side 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.

e) NMMA will process all checks with notation "payment in full" or similar language. NMMA reserves the right to pursue the remaining balance in the event a payment amount is smaller than an open balance of an order that check is paying for.

## 3. CANCELLATIONS, CUTBACKS, and SPACE CHANGES

a) Should the Exhibitor wish to cancel this contract, the Exhibitor must contact NMMA and notice of the cutback or cancellation must be confirmed by NMMA. A contract cancellation penalty representing all or a portion of the total contract price will be assessed according to the following formula:

25% contract penalty 1 day past the first payment deadline date (as noted on the front of this contract)

75% contract penalty 1 day past the second payment deadline date (as noted on the front of this contract)

100% contract penalty 1 day past the third payment deadline (as noted on the front of this contract)

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past NMMA Show or service or used as a deposit for show space. It may not be used for a different show in a different market, and must be used within 12 months of written notice of cancellation. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a check for this shortfall to NMMA once the cancellation or cutback has been confirmed.

b) 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 contracts have been accepted and signed, NMMA has the right to relocate the Exhibitor's space.

## 4. DISPLAY CHARACTERISTICS – See Allocation Procedures & Display Guidelines

**5. LATE ARRIVALS - 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, are required to forfeit their show participation rights.**

**6. 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.**

**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. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

a) Exhibitor releases NMMA, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.

b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the New York Boat Show, Jacob K. Javits Convention Center, New York, NY. National Marine Manufacturers Association, Inc., and their managers, contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever 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 event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this 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 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 by the Exhibitor, or any other person or entity present with 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 the show sponsor, NMMA or their respective employees or contractors.

c) This Agreement shall be governed by and 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 this Agreement, its performance or breach, including but not limited to actions seeking

equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent 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. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party 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 this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against Exhibitor by NMMA for the collection of fees or other sums due NMMA pursuant to this 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 this Agreement.

d) Attorney Fees - Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

## 9. ACTS OF GOD

NMMA shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease); except that if such events prevent Exhibitor's show space being made available to Exhibitor, NMMA shall return to Exhibitor payments made by Exhibitor after deducting there-from a pro-rata share of expenses incurred in connection with said Show.

## 10. INSURANCE

a) NMMA 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 NMMA or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by NMMA 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:

i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, 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 National Marine Manufacturers Association, Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's.

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 \$1,000,000 endorsed with National Marine Manufacturers Association, Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to NMMA no later than 30 days before the scheduled move-in date for the show.

c) The Exhibitor understands that neither the National Marine Manufacturers Association nor the Jacob K. Javits Convention Center maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

## 11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

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, products, 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 NMMA and its directors, officers 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 or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

## 12. RULES AND REGULATIONS

a) NMMA shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations 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 and exhibits at the Show 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 company's booth, or in violation of any applicable NMMA terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, state, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle NMMA to terminate NMMA's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. NMMA's decision on all such matters shall be final.

b) Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse NMMA's trademarks ("the NMMA Marks") and other intellectual property. If, in the reasonable belief of NMMA, (i) Exhibitor's activities infringe any of the NMMA Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the NMMA Marks on websites or in domain names, met tags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of NMMA with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from NMMA's boat show websites and to Exhibitor's website web searches using the NMMA Marks, NMMA reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. NMMA's decision on all such matters shall be final.

c) No failure by NMMA to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that NMMA may have under this Agreement shall impair any right, power or remedy that NMMA may have under this Agreement.

d) Exhibitor agrees that it shall at all times comply with all applicable laws of Canada and the United States in connection with its activities, including without limitation, Canada's Anti-Spam law "CASL" and laws for the protection of personal information.

## NEW YORK BOAT SHOW RULES & REGULATIONS

Produced by:  
**NMMA**  
[www.discoverboating.com](http://www.discoverboating.com)  
2020 New York  
Boat Show

- Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.
- Boat exhibitors may display up to 20% of unused previous model year boats in their display.
- Exhibits must be set up and staffed during all open show hours.
- 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. Any royalty fees and applications are the responsibility of the contracted exhibitor.
- Space must be Paid in Full by 10/1/19 in order to receive exhibitor credentials.
- All exhibitors must submit an appropriate certificate of insurance prior to 12/15/19.
- All bulk space exhibitors are required to pre-ship their carpet/flooring by 11/16/20 to the designated advanced warehouse.
- Boat Information & Layout must be submitted by 11/15/19.
- Exhibitors are responsible for any refuse removal costs associated with exhibit material or display items left behind.



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# SECURITY PRECAUTIONS

## SUGGESTIONS & PRECAUTIONS

- Ship locked trunks or crates.
- Avoid using small cartons for shipping products and **do not** label the contents on the outside.
- Furnish your carrier with accurate bills of lading.
- Report any damaged or lost cartons to the NMMA Show Management immediately.
- Do not store non-displayed products in “empty” crates or cartons.
- Cover your displays at night.
- Do not leave briefcases, calculators, laptop PCs, cameras, etc. in unattended booths.
- Pack quickly upon receiving your empty crates at show break.
- During move-out, have an employee remain with the exhibit until all products have been repacked.



**DURING SHOW BREAK ON SUNDAY, JANUARY 26 PLEASE SPEND A FEW MOMENTS  
SECURING THE MERCHANDISE IN YOUR EXHIBIT**

## ACCIDENTS & INJURIES

Please report all accidents and/or injuries during the show to Show Management and security immediately. Contact any security officer, floor manager or show staff to report any situation.

## SECURITY ROOM

Security is located in room 4A02  
Hours: 1 hour to show opening to 1/2 hour after show close

## INSURANCE

Neither the New York Boat Show, the Javits Center nor any show contractor can be responsible for the loss of merchandise before, during or after the show. We recommend that you contact your insurance company and secure, for a nominal fee, an all risk rider for merchandise and equipment from the point of shipment to the return to that point.





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# LIMITS OF LIABILITY AND RESPONSIBILITY

## MATERIAL HANDLING SERVICES & LIMITS OF LIABILITY AND RESPONSIBILITY

NMMA, as the Material Handling Contractor, shall have control over all freight docks, door, elevators and crate storage areas.

Freight will not be received at the show site prior to **January 18**. Shipments arriving before 8 am and after 4 pm Monday through Friday will be charged at the overtime rate of **\$15.00 cwt** (hundred pounds).

NMMA and its subcontractors shall not be responsible for damage to uncrated and/or un-skidded materials, improperly packed, glass breakage or concealed damage.

NMMA and its subcontractors, are not, and cannot be responsible for loss or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's booth.

**Inbound Shipments** – There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of the representative at the booth and during such time the shipment(s) will be left unattended in the booth. Neither NMMA nor its subcontractors shall be responsible for any loss or damage which may occur during such period.

NMMA and its subcontractors cannot be responsible for disappearance of Exhibitor's materials before the materials are picked up from the Exhibitor's booth for loading out after the show. All bills-of-lading covering outgoing shipments, which are given to NMMA by Exhibitors, will be checked at the time of pick-up from the booths and corrections made where discrepancies exist.

**Outgoing Shipments**-It is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the booths for loading onto a carrier, and during such time the shipment(s) will be left unattended in the booth. NMMA or its subcontractors will adjust the quantities of items on any bill-of-lading submitted to conform to the actual count of such items in the booth at time of pick-up.

NMMA and its subcontractors shall not be responsible for ordinary wear and tear in handling of equipment, nor for loss, delay or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearance, strikes, lockouts or work stoppage of any kind, or other causes beyond its control.

It is understood that NMMA and its subcontractors, are not insurers, that insurance, if any, shall be obtained by the Exhibitor and that any amounts payable to NMMA hereunder are based on the value of the materials handling services and the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property being handled. Since it is impractical and extremely difficult to fix the value of each shipment handled by NMMA or its subcontractors, it is understood that NMMA and its subcontractors, do not provide for full liability should loss of damage occur. It is agreed that if NMMA or its subcontractors should be found liable for losses of damage due to a failure to properly handle Exhibitor's equipment, the liability shall be limited to the specific article which was physically lost or damaged and such liability shall be limited to a sum equal to \$.30 per pound, per article with a maximum liability of \$50.0 per incident, or \$1,000.00 per shipment, whichever is less, as agreed upon damages and not as a penalty, as the exclusive remedy. The liability of NMMA and its subcontractors shall be limited to that derived from any loss or damage which results solely from the gross negligence of NMMA or its subcontractors in the actual physical handling of the items comprising Exhibitor's shipment(s) and not for any other type of loss or damage. Any claim for loss or damage must be submitted to NMMA prior to the close of the show.

NMMA and its subcontractors, shall not be liable to any extent whatsoever for any actual, potential or assumed loss of profits or revenues or for any collateral costs, which may result from any loss or damage to an Exhibitor's materials which may make it impossible or impractical to exhibit same.

The Exhibitor agrees, in connection with the receipts, handling, temporary storage and reloading of our materials that NMMA and its subcontractors, will provide their services as our agent, and not as bailee or shipper. If any employee of NMMA or its subcontractors shall sign a delivery receipt, bill-of-lading or other document we agree that NMMA or its subcontractors, will do so as the Exhibitor's agent and the Exhibitor accepts therefore the responsibility.

In order to expedite removal of materials from the show site, NMMA shall have the authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to await Exhibitor's shipping instructions and the Exhibitor agrees to be responsible to pay for charges relating to such handling at the warehouse. No liability will be assumed as a result of such re-routing or handling.



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# PLAYING OF MUSIC

If any copyrighted music is to be played at your display, you must obtain all necessary licenses from the copyright owner or licensing agency representing the copyright owner.

The licensing requirements include the playing of live as well as recorded music (records, tapes, compact discs, radio broadcast, etc.) and also include music whether it is the essence of the presentation or is used only as background on videotapes or other presentations.

To obtain a valid ASCAP or BMI license, simply write a letter to the agencies listed below and tell them of the composition and the names and dates of the show you will be playing it for.

ASCAP Licensing Dept.

1 Lincoln Plaza

New York, NY 10023

(212) 621-6000

BMI Licensing Dept.

320 West 57th Street

New York, NY 10019

(212) 586-2000

Adherence to these federally mandated copyright licensing laws is of critical importance. Failure to do so is both a violation of federal copyright law and a breach of your contract with NMMA. Penalties can amount to several thousand dollars.

Please take a few minutes to ensure a hassle-free event by acquiring the proper license.

Other options available to you are:

- Simply don't play music in your display.
- Contact the composer to make your own deal.
- Use the music that is in the public domain.
- Use the music from music libraries that have already obtained their own licenses from ASCAP and BMI or create original work.

Music libraries include:

Associated Production Music – (323) 461-3211

DeWolfe Music Library – (212) 382-0220

Killer Tracks – (2323) 957-4455

Omnimusic, Inc. – (516) 883-0121

TRF Production Music Libraries – (800) 899-6871

Capital Music – (213) 462-6251

FirstCom – (972) 446-8742

Manhattan Production – (800) 227-1954

Promusic, Inc. – (800) 322-7879





## **Exhibitor Liability Insurance – Important Notice**

As an exhibitor, you are required to carry commercial general liability insurance including products and completed operations, contractor's personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. Coverage should begin from your first move-in day (January 18, 2020) and last through your last move-out day (January 25, 2020) and name **NMMA, New York Boat Show, and Jacob K. Javits Convention Center** as additional insureds. The Certificate of Insurance must be provided at least 30 days before the move-in date by using the link that you will be receiving from USI Insurance Services via email. The link will take you to a form that is pre-filled with your company's information based on what you provided to the show manager upon registration. Please forward the instructions provided in that email to your agent or broker to complete the online form and attach your Certificate of Insurance.

If you prefer to purchase liability insurance for this event, you may do so by accessing the purchase link provided in the email from USI Insurance Services.

The certificate holder name and address for the certificate should read:

Progressive Insurance New York Boat Show  
c/o NMMA  
231 S. La Salle St., Ste. 2050  
Chicago, IL 60604

Please refer to your NMMA Exhibit Space Agreement or contact your Exhibitor Relationship Manager if you have any questions regarding show requirements. For questions or concerns regarding insurance or website forms, please email USI Insurance Services at [tradeshow@usi.com](mailto:tradeshow@usi.com).

### Links for Insurance

To upload:

<https://wfis-forms.usi.com/webforms/exhibitorsinsurance/certificate.aspx?eventid=689>

To purchase:

<https://wfis-forms.usi.com/webforms/exhibitorsinsurance/getliabilityinsurance.aspx?eventid=689>

**Please do not send certificates of insurance to NMMA, the show manager, or USI Insurance Services. NMMA will automatically be notified upon completion of the on-line reporting form or purchase of insurance.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

□□□□□□□□

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Your Agent or Broker  Address  City, State, Zip  <b>INSURED</b>  Your Company Name  Address  City, State, Zip	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b></td> <td></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b>		<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES****CERTIFICATE NUMBER:** 12958584**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			Your Policy No.  <div style="border: 2px solid cyan; padding: 5px; display: inline-block;">           These dates must cover            1/1□/2020- 1/2□/2020         </div> SPECIMEN ONLY	1/1/20□	1/1/20□	EACH OCCURRENCE    \$ <span style="background-color: yellow;">1,000,000</span> DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ <span style="background-color: yellow;">100,000</span> MED EXP (Any one person)    \$    _____ PERSONAL & ADV INJURY    \$ <span style="background-color: yellow;">1,000,000</span> GENERAL AGGREGATE    \$ <span style="background-color: yellow;">2,000,000</span> PRODUCTS - COMP/OP AGG    \$ <span style="background-color: yellow;">1,000,000</span> _____    \$    _____												
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ _____    \$												
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE    \$ AGGREGATE    \$ _____    \$												
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">PER STATUTE</td> <td style="width: 20%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> </tr> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT			E.L. DISEASE - EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
	PER STATUTE	OTHER																	
E.L. EACH ACCIDENT																			
E.L. DISEASE - EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respect to the New York Boat Show (including move-in/move-out), NMM, New York Boat Show, and Jacob K. Javits Convention Center, are included as additional insureds.

**CERTIFICATE HOLDER**

New York Boat Show  
 c/o NMMA  
 231 S. La Salle St., Ste. 2050  
 Chicago, IL 60604

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jeanne Brandon*

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ACORD 25 (2016/03)



# FREIGHT TERMS AND CONDITIONS

Freight moved in or out on overtime, through no fault of NMMA, will be billed an additional \$15.00/cwt.

Freight will not be received at the show site prior to the dates stated on the front of this form.

All shipments should be made on commercial bills of lading. It is understood all shipments are released to NMMA at a value not to exceed \$.30/pound with a maximum of \$50.00 per article.

Any shipment requiring special handling due to length, width, height or weight will be handled on a time and material basis. Any single piece, due to its size, that will not fit through the doorways or elevators will be taken as far as possible and then become the responsibility of the exhibitor.

NMMA will not be responsible for the count or content after it has been placed in the booth area and will not assume responsibility for the count or content of material left in the booth prior to NMMA taking physical count and possession in preparation to moving such material.

All outbound shipments must be tendered with a **completed** NMMA bill of lading, signed and turned in to personnel at the freight service desk upon completion of packing your freight at the close of the show.

It is the exhibitor's responsibility to insure against fire, theft and all hazards while in transit to and from their booth and for the duration of the exhibition.

Exhibitor routing on outbound shipments will be honored when possible. In the event the designated carrier fails to arrive by the specified time, such shipments will be re-routed by NMMA.

NMMA assumes no responsibility for concealed damages.

Exhibits left on the exhibit floor without return instructions will be returned to the exhibitor's address, freight collect, if possible.

NMMA as the material handling contractor shall have control over the freight docks, doors, elevators and crate storage areas.

Shipments arriving before 8 a.m. and after 4 p.m., Monday through Friday, will be charged at the overtime rate of \$15.00/cwt.

## SHOW RULES & REGULATIONS

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Display Regulations

Excessive Refuse

Rules & Regulations

Security Precautions

Limits of Liability &

Responsibility

Playing of Music

Exhibitor Liability

Insurance Notice

Sample Certificate of

Insurance

Freight terms and

Conditions

