

HEAD OF THE CHARLES®

R E G A T T A

ROWING AND FITNESS EXPO BOAT BUILDERS AND REPRESENTATIVES

Vendor Opportunities for Rowing Industry Friends and Family

The Head Of The Charles® Regatta, now entering its 45th year, invites friends and family of the rowing community to join us at the Rowing and Fitness Expo. The Expo, located in the midst of the Finish Area Launch Site (FALS) offers vendors access to athletes, coaches and spectators at the world's largest rowing event.

Location: This year's Rowing & Fitness Expo will be open from Friday October 16 to Sunday October 18, 2009. The 2009 Rowing and Fitness Expo will shift just downstream of the 2008 location and will feature a big-top style tent west of the Eliot Bridge. The 2009 Expo will be along the main thoroughfare between the Eliot Bridge and launching sites in a location where boat builders can reach the maximum amount of athletes and coaches as they travel to and from trailer sites and HOCR venues or simply while watching the races.

Available Packages: *Gold*—first choice location at FALS with 100' x 140' footprint and 20' x 20' tent. *Silver*—secondary location at FALS with 80' x 100' footprint and 20' x 20' tent. *Bronze*—premium location at FALS adjacent to parking lots off Soldiers Field Road with 60' x 100' and 20' x 20' tent. *Vendor Expo*—premium location downstream of the main Expo tent with 15' x 35' footprint and 10' x 10' shared wall tent. *For Gold, Silver and Bronze packages please contact Mason Cox at (617) 868-6122 or mcox@hocr.org*

Each tent includes one (1) 8' x 2.5' table, two (2) chairs and linens. Additional tables and chairs are available at a nominal charge, but will not be guaranteed unless indicated at time of booking.

Parking: Gold, Silver and Bronze Boat Builders will be allowed a minimum of one (1) trailer to be

parked within their footprint for the duration of the Regatta.

Competition with HOCR and Sponsors:

Boat Builders are reminded that items manufactured by or promoting competing brands may not be sold at the event without prior written approval from Regatta management.

All questions regarding products to be sold at the Regatta should be directed to Executive Director Frederick Schoch. The Regatta reserves the right to exclude any item a vendor may sell if it deems those products in competition with the Regatta or our sponsors.

Additionally, any merchandise that appears for sale which falls into a "questionable" category or that conflicts or competes with the "Officially Licensed Merchandise" for the Regatta may be removed from the vending booth(s). Please take particular notice of "10. Trademark Matters."

Insurance: No Boat Builder will be allowed to set up without providing documentation of insurance. See "13. Insurance."

Payment: Must be received in full no later than September 30, 2009. See attached contract for complete pricing information. All payments are to be made by check.

2009 Highlights:

- All new 250' x 60' big-top Rowing & Fitness Expo tent for 2009
- World's Largest Rowing Regatta, over 300,000 spectators
- 8,500 athletes plus family, friends, spectators
- A full 3 day sales and promotion opportunity

EXHIBITOR AGREEMENT



This Agreement is effective as of _____, 2009 and is by and between Head Of The Charles Regatta Inc., a Massachusetts nonprofit corporation (“HOCR”) at P.O. Box 380052, Cambridge, Massachusetts 02238-0052, phone (617) 868-6200, and the third party identified below (“Exhibitor”). In consideration of the mutual agreement and promises contained herein, the parties agree as follows:

1. Grant of Rights. Subject to the terms and conditions of this Agreement, HOCR agrees to furnish Exhibitor with the exhibit space and equipment described below (“Exhibit Space”), to be used only in connection with the Rowing and Fitness Expo (“Expo”) on October 17-18, 2009 at the 45th Head Of The Charles Regatta (“Regatta”).

2. Fee. Exhibitor shall pay Balance Due by September 30, 2009 as described in Exhibit Application. HOCR reserves the right to charge interest at the rate of ten percent (10%) per month (or its per diem equivalent) on overdue payments.

3. Hours of Operation. Exhibitor shall keep its Exhibit Space open and staffed at all times during the Regatta. Exhibitor shall install and dismantle its exhibit during the times set forth by HOCR. If Exhibitor fails to timely occupy the Exhibit Space, HOCR has the right to assign all or part of the space to a third party. If Exhibitor fails to timely remove its property when this Agreement expires, HOCR has the right to remove Exhibitor’s property, and Exhibitor will promptly reimburse HOCR for all reasonable expenses, including reasonable attorney’s fees. HOCR has the right to change the location of assigned Exhibit Space, provided that it notifies Exhibitor in writing within a reasonable period of time.

4. Maintenance. Exhibitor shall maintain the Exhibit Space in good condition. At the expiration of this Agreement, Exhibitor shall promptly reimburse HOCR on demand for any damage or loss to Exhibit Space, reasonable wear and tear excepted. Further, Exhibitor shall only use fireproof material and shall use reasonable care in all matters pertaining to its exhibit, including, without limitation, in the location and safeguarding of exhibit content.

5. No Interference or Sublicensing. Exhibitor shall not obstruct or interfere with other exhibits. Exhibitor shall not solicit business in aisles or other areas beyond its assigned booth space. Exhibitor will not sublicense, sublet or assign its rights to any third parties or not permit others to share its Exhibit Space. Under no circumstances shall Exhibitor serve or offer any alcoholic beverages.

6. Signage. All signage must be limited to the Exhibit Space. Exhibitor shall obtain HOCR’s approval of all signage placements.

7. Exhibitor’s Equipment. Exhibitor shall not use its own booth back walls or side dividers, tents, or other equipment unless Exhibitor’s equipment conforms to specifications set forth by HOCR, or Exhibitor has obtained prior written permission from HOCR.

8. Third-Party Equipment and Services. HOCR’s designated electrical contractor must perform all electrical work for the Exhibit Space. Should Exhibitor require special electrical wiring, it will notify HOCR and will pay an additional fee. Exhibitor shall not use any equipment or receive any services provided by third parties not designated or approved by HOCR in advance. If union labor is required, Exhibitor shall comply with all union rules and regulations.

9. Compliance with Laws. Exhibitor shall obtain all necessary permits and will abide by rules and regulations that HOCR may provide from time to time regarding on-site Regatta activities. Each party shall comply with all applicable laws and regulations.

10. Trademark Matters. Head Of The Charles[®] and Head Of The Charles[®] Regatta are trademarks owned by the Cambridge Boat Club, Inc. and shall not be used for any reason without the prior written consent of HOCR. HOCR is not granting to Exhibitor any trademark or service mark license under this Agreement, including without limitation, the right to designate Exhibitor’s goods or services as officially licensed merchandise or services of HOCR or of the Regatta. HOCR has the royalty-free, non-exclusive right to use Exhibitor’s trademarks and service marks to identify Exhibitor and their designation as a Regatta “Exhibitor.”

11. Revocation of License. HOCR shall have the right to revoke the rights and licenses granted by it, upon written notice effective immediately upon receipt, if HOCR, in its sole discretion, deems the noise level, method of operation, display of materials or goods, conduct of any person, or content of any printed matter to be a nuisance, dangerous, unlawful, in violation of HOCR’s rule and regulations, Exhibitor’s breach of this Agreement, or a threat to the Expo or Regatta or its related events or activities. Furthermore, Exhibitor’s promotion and/or sale, directly or indirectly, of any good and/or services not listed on this Agreement or Exhibitor’s use of any unassigned space shall be material breaches of this Agreement. In the event of revocation, HOCR shall retain the full fees paid, but

EXHIBITOR AGREEMENT, CONT.



such amount shall not automatically be construed as full and satisfactory liquidated damages.

12. Inability to Perform. If, due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God (including weather conditions considered serious in HO CR's opinion), HO CR is prevented from holding the Expo or from permitting Exhibitor to fully occupy the Exhibit Space, HO CR shall reimburse Exhibitor the paid fees set forth in Section 2, less 30%. The 30% retained amount shall be deemed Regatta expenses. HO CR shall have no further liability to Exhibitor in law or equity.

13. Insurance. Exhibitor shall obtain and maintain throughout the term of this Agreement, at its own cost and expense, general liability insurance naming HO CR and the Cambridge Boat Club, Inc. as additional insured in the amount of at least \$1,000,000 combined single limit with a deductible not to exceed \$2,500. The policy shall provide for ten (10) day's prior written notice to HO CR from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination of the policy. Additionally, Exhibitor shall obtain and/or maintain worker's compensation insurance.

Exhibitor shall provide HO CR with proof of the insurance no later than October 6, 2009.

14. General. Each of HO CR and Exhibitor is an independent entity for all purposes and at all times. This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Each party consents to jurisdiction in Massachusetts.

15. Security. The DCR Rangers and State Police will be on premises with 24-hour roving patrol starting Thursday, October 15th and ending Sunday, October 18th at the end of racing. Tents should be closed each night. The HO CR is **not** responsible for the security or safety of exhibits, any personal effects belonging to the exhibitors, their staffs, or their contractors. If additional security is desired, arrangements must be made through the HO CR only. Sleeping in or near the booths or tents is not allowed. At the end of every day, please clean your area of any waste and place in the refuse bins provided. Please also note that we will not be responsible for the security of your banners, linens, tables, chairs and anything left in your booth while on site, though every precaution will be made to ensure their safety.

In witness whereof, each party has executed this Agreement on the date first written above.

EXHIBITOR: _____

HEAD OF THE CHARLES, INC.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRELIMINARY TIMETABLE	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ROWING & FITNESS EXPO		9:00am-6:00pm	7:00am-6:00pm	7:00am-6:00pm
RACING EVENTS			7:45am-4:30pm	8:30am-5:00pm
AWARD CEREMONIES			5:30pm	3:00pm, 6:00pm
ATHLETE REGISTRATION		12:00pm-7:00pm	7:30am-4:00pm	
VENDOR CHECK-IN	1:00-5:30pm	8:00am-12:00pm		
MOVE-IN	1:00-5:30pm	8:00am-1:00pm	6:30-7:45am	6:00-7:45am
MOVE-OUT		Hand Carts 5:00-6:00pm 6:00-7:00pm	Hand Carts 5:00-6:00pm 6:00-7:00pm	Hand Carts 4:30-6:00pm 6:00-8:00pm

BOAT BUILDER PACKAGES



Date _____

Name _____

Title _____

Company Name _____

Exhibiting Name (if different from above) _____

Mailing Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

E-Mail _____

For Boat Builders interested in Gold, Silver or Bronze level Boat Builder Packages please contact Mason Cox at (617) 868-6122 or mcox@hocr.org.

SMALL BOAT BUILDER VENDOR: \$1,800

- Locations available downstream of the Rowing & Fitness Expo OR at the Finish Line
- 15' x 35' footprint, 10' x 10' shared-wall tent (provided by the HOCR)
- Boat Vendor Status—right to erect boat rack on-site for Singles & Doubles only (3 boat maximum)
- Located in high-traffic locations adjacent to sidewalk
- Please see attached maps for Small Boat Builder locations

Booth	Size	Price	Booth Location Preference
<input type="checkbox"/> Small Boat Builder	15'x35'	\$1,800	1st _____ 2nd _____ 3rd _____
<input type="checkbox"/> Extra Table		\$30	Quantity: _____
<input type="checkbox"/> Extra Chair		\$3.00	Quantity: _____
TOTAL		\$ _____	
BALANCE DUE by 9/30/09			

Please complete and return your payment in full by September 30, 2009. Checks made payable to:

Head Of The Charles Regatta, P.O. Box 380052, Cambridge, MA 02238
Tel: (617) 868-6200 Fax: (617) 868-6072 Email: mcox@hocr.org

After 9/15 Please direct all inquires to:

Joan Hewson, EMI Events, 62 Herring Creek Road, Edgartown, MA 02539
Tel: (203) 846-3372 Email: emievents@juno.com

CHARLES RIVER

GOLD BB DOCK 45'

Spectator Viewing Area

GOLD BOAT BUILDER
100' x 140'

EB02

Erg Pavilion

C2 Truck

Concept2

10x20

10x20

EB01

10x10

20x20

EB03

20x20

EB04

20x20

EB05

20x20

EB06

20x20

EB07

20x20

EB08

20x20

EB09

20x20

EB10

20x20

EB11

20x20

EB12

20x20

EB13

20x20

EB14

20x20

EB15

20x20

EB16

20x20

EB17

20x20

EB18

20x20

EB19

20x20

EB20

20x20

EB21

20x20

EB22

20x20

EB23

20x20

EB24

20x20

EB25

20x20

EB26

20x20

EB27

20x20

EB28

20x20

EB29

20x20

EB30

20x20

EB31

20x20

EB32

20x20

EB33

20x20

EB34

20x20

EB35

20x20

EB36

20x20

EB37

20x20

EB38

20x20

EB39

20x20

EB40

20x20

EB41

20x20

EB42

20x20

EB43

20x20

EB44

20x20

EB45

20x20

EB46

20x20

EB47

20x20

EB48

20x20

EB49

20x20

EB50

20x20

EB51

20x20

EB52

20x20

EB53

20x20

EB54

20x20

EB55

20x20

EB56

20x20

EB57

20x20

EB58

20x20

EB59

20x20

EB60

20x20

EB61

20x20

EB62

20x20

EB63

20x20

EB64

20x20

EB65

20x20

EB66

20x20

EB67

20x20

EB68

20x20

EB69

20x20

EB70

20x20

EB71

20x20

EB72

20x20

EB73

20x20

EB74

20x20

EB75

20x20

EB76

20x20

EB77

20x20

EB78

20x20

EB79

20x20

EB80

20x20

EB81

20x20

EB82

20x20

EB83

20x20

EB84

20x20

EB85

20x20

EB86

20x20

EB87

20x20

EB88

20x20

EB89

20x20

EB90

20x20

EB91

20x20

EB92

20x20

EB93

20x20

EB94

20x20

EB95

20x20

EB96

20x20

EB97

20x20

EB98

20x20

EB99

20x20

EB100

20x20

EB101

20x20

EB102

20x20

EB103

20x20

EB104

20x20

EB105

20x20

EB106

20x20

EB107

20x20

EB108

20x20

EB109

20x20

EB110

20x20

EB111

20x20

EB112

20x20

EB113

20x20

EB114

20x20

EB115

20x20

EB116

20x20

EB117

20x20

EB118

20x20

EB119

20x20

EB120

20x20

EB121

20x20

EB122

20x20

EB123

20x20

EB124

20x20

EB125

20x20

EB126

20x20

EB127

20x20

EB128

20x20

EB129

20x20

EB130

20x20

EB131

20x20

EB132

20x20

EB133

20x20

EB134

20x20

EB135

20x20

EB136

20x20

EB137

20x20

EB138

20x20

EB139

20x20

EB140

20x20

EB141

20x20

EB142

20x20

EB143

20x20

EB144

20x20

EB145

20x20

EB146

20x20

EB147

20x20

EB148

20x20

EB149

20x20

EB150

20x20

EB151

20x20

EB152

20x20

EB153

20x20

EB154

20x20

sh line boston

437

Food Vendors

F008
20x20
Licensed
Merch

FF1 FF2 FF3 FF4

F007
10x10

F009
10x10
CBS
Station
Van

**2009 Finish
Line Area**

SMALL BOAT BUILDERS

GEN

**FINISH
TIMING AREA**

F005
First
Aid

F003
10x30 12th
High School
Crew Club
Boat House

F004
Finish
Trailer

F002
INFO
CENTER

Corp. LB

Community Garden

