

# HEAD OF THE CHARLES®



## ROWING AND FITNESS EXPO EXHIBITOR APPLICATION

OCTOBER 22-24, 2010

### Vendor Opportunities for Rowing Industry Friends and Family

The Head Of The Charles® Regatta, now entering its 46th 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:** Herter Park, Allston, MA. The 2010 Expo will consist of a 250' long x 60' wide big-top tent surrounded by athlete registration, boat manufacturers, an outdoor food court and premium outdoor booth locations. The Expo tent is also the site of the Awards Ceremonies.

**Inside Booths:** Space offered is 10' wide x 15' deep or 20' wide x 15' deep. The 10' x 15' booth includes one (1) 8' x 2.5' table, two (2) folding chairs, and a plastic tablecloth. The 20' x 15' booth includes two (2) 8' x 2.5' tables, four (4) folding chairs, and two (2) plastic tablecloths. Additional tables and chairs are available for a nominal charge.

**Premium Outdoor Booths:** Lining the front of the Expo tent just steps from one of the Regatta's most trafficked thoroughfares are the premium outdoor booth spaces. These 10' wide x 10' deep or 20' wide x 10' deep booths guarantee unsurpassed frontage and exposure. 10' x 10' booths include one (1) 8' x 2.5' table, two (2) folding chairs, and a plastic tablecloth. The 20' x 10' booth includes two (2) 8' x 2.5' tables, four (4) folding chairs, and two (2) plastic tablecloths. Please see the attached site map for exact location.

**Note:** All inside booth spaces are separated by pipe and drape. Vendors are restricted to the dimensions of the footprint outlined in the vendor contract. Vendors are limited to three inside booth spaces and all booths may add electricity, phones, and wireless internet for a nominal charge.

**Parking:** Vendors may load and unload at the parking lot close to the Expo tent, but must remove cars and trucks to the nearby vendor satellite parking during Expo operating hours.

**Competition with HOCR and Sponsors:** Brooks Brothers, EMC Corporation and Lincoln Vehicles will be joining the regatta as Associate Sponsors this year.

Vendors are reminded that items manufactured by or promoting competing brands of Official Associate Sponsors 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 Assistant Director Mason Cox, (617) 868-6122, mcox@hocr.org. 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 vendor will be allowed to set up without providing documentation of insurance. See "13. Insurance."

**Payment:** \$500.00 deposit must accompany reservations. Full balance is due no later than September 24, 2010. All payments are to be made by check. See attached contract for complete pricing information.

# EXHIBITOR AGREEMENT



This Agreement 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 22-24, 2010 at the 46th Head Of The Charles Regatta (“Regatta”).

**2. Fee.** Exhibitor shall submit with this signed agreement a deposit of not less than \$500.00 and shall pay Balance Due as described in Exhibit Application by no later than September 24, 2010. 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<sup>®</sup> and Head Of The Charles<sup>®</sup> 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 8, 2010.

**14. General.** HO CR and Exhibitor are independent entities 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 21st and ending Sunday, October 24th 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.

## ROWING & FITNESS EXPO PRELIMINARY TIMETABLE (SUBJECT TO CHANGE)

TIMETABLE	THURSDAY, 10/21	FRIDAY, 10/22	SATURDAY, 10/23	SUNDAY, 10/24
ROWING & FITNESS EXPO		12:00-6:00pm	7:00am-6:00pm	7:00am-6:00pm
RACING EVENTS			8:00am-4:30pm	8:00am-5:00pm
AWARD CEREMONIES			5:30pm	3:00pm, 6:00pm
ATHLETE REGISTRATION		12:00-7:00pm	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; Cars/Trucks 6:00-7:00pm	Hand Carts 5:00-6:00pm; Cars/Trucks 6:00-7:00pm	Hand Carts 5:00-6:00pm; Cars/Trucks 6:00-7:00pm

# EXHIBITOR APPLICATION FORM



Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Exhibiting Name (if different from above) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Product (s) to be Exhibited \_\_\_\_\_

We hereby apply for vendor space at the 2010 Head Of The Charles Regatta's Rowing & Fitness Expo. We agree to abide by the Expo terms and conditions as stated on the preceding pages of this application.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Booth	Size	Price	Booth Location Preference*		
<input type="checkbox"/> Single Booth	10' x 15'	\$1,500	1st _____	2nd _____	3rd _____
<input type="checkbox"/> Double Booth	20' x 15'	\$3,000	1st _____	2nd _____	3rd _____
<input type="checkbox"/> Choice End Booth	12' x 20'	\$2,400	1st _____	2nd _____	3rd _____
<input type="checkbox"/> Outdoor Single	10' x 10'	\$2,000	1st _____	2nd _____	3rd _____
<input type="checkbox"/> Outdoor Double	20' x 10'	\$4,000	1st _____	2nd _____	3rd _____
<input type="checkbox"/> Electricity		\$250			
<input type="checkbox"/> Wireless Internet Access		\$150			
<input type="checkbox"/> Wired Telephone & Jack		\$150			
<input type="checkbox"/> Extra Table (8' x 2.5')		\$30/each	Quantity: _____		
<input type="checkbox"/> Extra Chair (folding chair)		\$3/each	Quantity: _____		
<b>TOTAL DUE</b>		\$ _____			

\*Please see attached map for specific locations and booth numbers

**Please complete and return your payment with a minimum \$500.00 deposit. Checks made payable to:**

Head Of The Charles Regatta - P.O. Box 380052 - Cambridge - MA - 02238

FedEx/UPS: 2 Gerry's Landing Rd - Cambridge - MA - 02138

Contact: Mason Cox - Tel: (617) 547-6122 - Fax: (617) 868-6072 - Email: mcox@hocr.org

**After September 7, 2010, Please direct all inquires to:**

Joan Hewson - EMI Events - 62 Herring Creek Road - Edgartown - MA - 02539

Tel: (203) 846-3372 Fax: (617) 868-6072 Email: emievents@juno.com

