

**2011 HEAD OF THE CHARLES® REGATTA
ROWING & FITNESS EXPO
BOAT BUILDER APPLICATION FORM**



Boat Builder Opportunities for Rowing Industry Friends and Family

The Head Of The Charles® Regatta, now entering its 47th year, invites boat and oar manufacturers 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 boat builders access to athletes, coaches and spectators at the world's largest rowing event.

Location: Herter Park, Allston, MA. The 2011 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 tent locations. The Expo tent is also the site of the Awards Ceremonies.

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.

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 28, 2011. All payments are to be made by check. See attached contract for complete pricing information.

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."

2011 HEAD OF THE CHARLES® REGATTA

ROWING & FITNESS EXPO

BOAT BUILDER APPLICATION FORM



1. Grant of Rights. Subject to the terms and conditions of this Agreement, HOOCR 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 21-23, 2011 at the 47th 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 28, 2011**. HOOCR 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 HOOCR. If Exhibitor fails to timely occupy the Exhibit Space, HOOCR 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, HOOCR has the right to remove Exhibitor's property, and Exhibitor will promptly reimburse HOOCR for all reasonable expenses, including reasonable attorney's fees. HOOCR 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 HOOCR 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 HOOCR'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 HOOCR, or Exhibitor has obtained prior written permission from HOOCR.

8. Third-Party Equipment and Services. HOOCR's designated electrical contractor must perform all electrical work for the Exhibit Space. Should Exhibitor require special electrical wiring, it will notify HOOCR 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 HOOCR 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 HOOCR 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 HOOCR. HOOCR 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 HOOCR or of the Regatta. HOOCR 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. HOOCR shall have the right to revoke the rights and licenses granted by it, upon written notice effective immediately upon receipt, if HOOCR, 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 HOOCR'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, HOOCR shall retain the full fees paid, but such amount shall not automatically

**2011 HEAD OF THE CHARLES® REGATTA
ROWING & FITNESS EXPO
BOAT BUILDER FORM**



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 HOCR's opinion), HOCR is prevented from holding the Expo or from permitting Exhibitor to fully occupy the Exhibit Space, HOCR shall reimburse Exhibitor the paid fees set forth in Section 2, less 30%. The 30% retained amount shall be deemed Regatta expenses. HOCR 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 HOCR 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 HOCR 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 HOCR with proof of the insurance no later than October 7, 2011.

14. General. HOCR 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 20th and ending Sunday, October 23rd at the end of racing. Tents should be closed each night. The HOCR 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 HOCR 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.

**2011 HEAD OF THE CHARLES® REGATTA
ROWING & FITNESS EXPO
BOAT BUILDER APPLICATION FORM**



NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

PRODUCT(S) TO BE EXHIBITED: _____

We hereby apply for boat builder vendor space at the 2011 Rowing & Fitness Expo at the Head Of The Charles Regatta. We agree to abide by the Expo terms and conditions of the preceding pages of this application.

SIGNATURE: _____ **DATE:** _____

<u>BOOTH</u>	<u>PRICE</u>	<u>LOCATION PREFERENCE (SEE MAP)</u>
BOAT BUILDER VENDOR	\$1,800	1: _____ 2: _____ 3: _____
10' X 10' TENT, 15' X 35' TOTAL FOOTPRINT		
BRONZE, SILVER & GOLD PACKAGES: Please contact Mason Cox at: mcox@hocr.org		
<u>ADD-ONS</u>	<u>PRICE</u>	<u>OPTIONS</u>
ELECTRICITY	\$250	YES NO
WIRELESS INTERNET	\$150	YES NO
WIRED PHONE & JACK	\$150	YES NO
EXTRA 8' TABLE	\$30/EACH	QUANTITY: _____
EXTRA CHAIR	\$3/EACH	QUANTITY: _____
TOTAL DUE:	_____	

Please complete and send a minimum deposit of **\$500.00**. E-mail, scan or fax form. Checks made payable to:
Head Of The Charles Regatta, PO Box 380052, Cambridge, MA 02238
Direct all questions to: Mason Cox, mcox@hocr.org, 617-868-6122 (direct), (617) 868-6072 (fax)

