



YachtFest 2009 Application & Contract for Exhibit

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____ Web: _____

Company Contact: _____ Contact Email: _____

EXHIBIT SPACE INFORMATION

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| <p>Land Exhibit Space \$2150</p> <ul style="list-style-type: none"> • 10'x10' tent w/ three side walls <ul style="list-style-type: none"> ○ One 8' table ○ Two standard folding chairs ○ White table linen • Logo/ Link on the YachtFest Website • Listing in official YachtFest Program • Four (4) Tickets to the San Diego Marine Exchange Opening Night Party (Wednesday) • Four (4) Tickets to the Captain & Crew Party (Thursday) • Six (6) Exhibitor Badges • Ten (10) One Day General Admission Tickets | <p>Marina Exhibit Space \$3250</p> <ul style="list-style-type: none"> • 10'x10' tent w/ three side walls <ul style="list-style-type: none"> ○ One 8' table ○ Two standard folding chairs ○ White table linen • Logo/ Link on the YachtFest website • Listing in official YachtFest Program • Four (4) Tickets to the San Diego Marine Exchange Opening Night Party (Wednesday) • Four (4) Tickets to the Captain & Crew Party (Thursday) • Six (6) Exhibitor Badges • Ten (10) One Day General Admission Tickets |
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| <p>Exhibit Space Add-On \$ 750</p> <ul style="list-style-type: none"> • 1/4 Page full color ad in the YachtFest Program • Two (2) Tickets to the Sunset Rendezvous | <ul style="list-style-type: none"> • Eight (8) VIP Drink Coupons • Eight (8) YachtFest One Day General Admission Tickets |
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SUNSET RENDEZVOUS EXHIBIT SPACE

- | | |
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| <p>Participating YachtFest Sponsors \$900</p> <p>Non YachtFest Participants \$1050</p> <p>Friday, September 18, 2009
 4:30pm - 6:30pm- Sunset Yacht Viewing & Tours, YachtFest
 6:00pm -10pm- Aircraft & Luxury Goods Displays, Landmark Aviation Private Aircraft Hangar</p> <ul style="list-style-type: none"> • 10' by 10' space - located in the Hangar <ul style="list-style-type: none"> ○ One 8' table ○ Two standard folding chairs ○ Black table linen • Opportunity to display product(s) and promotional material • Listing in the Rendezvous Program • Four (4) Tickets to the Rendezvous • Two (2) Rendezvous Exhibitor Badges • Four (4) YachtFest One Day General Admission Tickets | |
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EXHIBITOR SPACE REQUEST

What products/services will you be exhibiting:		
Type	Rate	Quantity
Land Exhibit Space (10x10)	\$2150	
Marina Exhibit Space (10x10)	\$3250	
Sunset Rendezvous Exhibitor (YF Participant)	\$900	
Sunset Rendezvous Exhibitor (Non YF Participant)	\$1050	
Exhibitor Add-On	\$6750	
Front Paneling for Tent	\$50	
Additional Tables w/Linens	\$25	
Power in Tent	\$125	

PAYMENT INFORMATION

Please return this completed form with a 50% deposit check made payable to "PSYP" to secure your exhibitor booth. If your application is not approved, 100% of your deposit will be promptly refunded.

The Terms and conditions set forth herein are binding. YachtFest will not make any space assignment unless and until the Exhibitor delivers the required deposit to YachtFest. YachtFest's acceptance of the deposit is not to be construed as its acceptance of the application. YachtFest will return the deposit to the Exhibitor (without interest) promptly after YachtFest determines that it will not accept the application. Once YachtFest executes the application, the application becomes a binding contract between YachtFest and the Exhibitor and includes all the terms on this application and on the attached General Rules and Terms. By signing and submitting this form to YachtFest, The Exhibitor agrees to be bound by all such terms and conditions. (Must be signed or application will not be accepted)

Your Name: _____ Signature: _____ Date: _____

YachtFest: _____ Date: _____

PLEASE RETURN APPLICATION TO: **YachtFest**
 9606 Aero Dr., Ste. 1100 * San Diego, CA 92123 * Tel: 858-836-0133 * Fax: 858-836-0134

**YACHTFEST SAN DIEGO
EXHIBITOR CONTRACT
GENERAL RULES AND TERMS**

- A. EXHIBITOR desires to enter into this Agreement as an EXHIBITOR of YachtFest San Diego
B. YachtFest San Diego desires to enter this Agreement to render contracted services to EXHIBITOR

NOW, THEREFORE, in consideration for the above recitals and covenants contained herein, the parties hereby agree to the following:

1. **PURPOSE OF AGREEMENT:** The purpose of this Contract is to set forth the terms and conditions upon which EXHIBITOR will be a participant in YachtFest San Diego.
 - c) any person or property.
Any conduct or activity or display, which is determined by PSYP in its sole discretion, to be in violation of this Contract.
2. **TERM OF AGREEMENT:** The term of this Agreement shall commence shall continue in full effect until September 30, 2009, unless sooner terminated as hereinafter provided.
3. **SPONSORSHIP:** PSYP shall comply with all applicable federal and state laws, rules and regulations, licensing requirements and professional standards of care in providing or arranging for the provision of services under this Agreement, and shall provide or arrange for the provision of services in accordance with generally accepted practices and standards
4. **COSTS AND FEES:** EXHIBITOR agrees to compensate and complete payment to YachtFest San Diego as detailed in the Application. Failure to reimburse YachtFest San Diego within thirty (30) days of the invoice due date will result in interest of 10% per annum, starting on the first day after the thirty (30) day period, accruing on the amount due PSYP, until such time as a complete payment is made.
5. **LICENSE:** As part of its Sponsorship, EXHIBITOR hereby receives a non-exclusive right to use the YachtFest San Diego logo to promote EXHIBITOR'S association with YachtFest San Diego, provided however, EXHIBITOR agrees that it will obtain the express written consent from PSYP on any advertising, promotion and the like that will incorporate the YachtFest San Diego logo, prior to its use. The consent by PSYP shall not be unreasonably withheld. This agreement is not a merchandising contract.
6. **SHOW SCHEDULE:**

Thursday, September 17, 2009	11:00am - 6:00pm
Friday, September 18, 2009	11:00am - 10:00pm
Saturday, September 19, 2009	11:00am - 6:00pm
Sunday, September 20, 2009	11:00am - 6:00pm
7. **DISRUPTIVE ACTIVITY PROHIBITED:** EXHIBITOR agrees not to engage in any activity, which is deemed by PSYP, in its sole and reasonable judgment, to be disruptive or adverse to the display of maritime products and services by other or yachts participating in YachtFest. Without limiting the foregoing. EXHIBITOR agrees that the following activity shall be deemed to be disruptive, and therefore, prohibited:
 - a) The display of any product or service unless approved by PSYP.
 - b) Any conduct or display which is inconsistent with the professional atmosphere of the Festival or which may endanger the safety of
8. **DEFAULT BY EXHIBITOR:** In the event of any default by EXHIBITOR under the terms of this Contract, PSYP shall, by written notice to EXHIBITOR, demand that EXHIBITOR immediately cure any such breach. If EXHIBITOR shall fail to cure any such breach, PSYP may, in its sole discretion, terminate EXHIBITOR's right under this Contract, including, without limitation, the licensed use of the YachtFest logo under paragraph 4. In the event of such breach, EXHIBITOR shall not be entitled to return of any fees paid hereunder.
9. **EXHIBITORS DAMAGES LIQUIDATED:** EXHIBITOR and PSYP agree that it is difficult, if not impossible, to determine actual damages which may result from a breach of this Contract by PSYP, and, accordingly, the parties agree that the maximum damages EXHIBITOR shall be entitled to receive hereunder is an amount equal to the EXHIBITOR'S fee as liquidated damages, and the EXHIBITOR shall not be entitled to seek to recover any other additional damages. In the event of default by EXHIBITOR, PSYP shall be entitled to damages permitted under the terms of this Contract and under the laws of the State of California.
10. **DISPUTES RESOLVED BY ARBITRATION:** Should any dispute arise between the parties concerning this Contract, such dispute shall be settled by binding arbitration, conducted according to the rules of American Arbitration Association and the final order of the Arbitrators may be entered into any court of competent jurisdiction. Any arbitration commenced hereunder shall be held in San Diego, California, before three arbitrators, to be selected in accordance with the rules of the American Arbitration Association.
11. **CHANGES TO FESTIVAL HOURS:** EXHIBITOR agrees that PSYP shall have sole discretion to change the Festival hours, as deemed necessary. Such action shall not constitute a default hereunder and shall not entitle EXHIBITOR to a refund or reduction of fees paid herein or damages of any description.
12. **TERMINATION BY EXHIBITOR:** If EXHIBITOR fails to make payments hereunder when due or EXHIBITOR fails to provide In-Kind goods and services, if required hereunder to do so, EXHIBITOR shall thereupon forfeit the right to a non-exclusive right to use the YachtFest San Diego logo to promote EXHIBITOR'S association with YachtFest San Diego. In addition to any other legal

remedy granted by law, PSYP may retain all payments paid by EXHIBITOR as liquidated damages.

13. **FORCE MAJEURE:** PSYP shall have no liability whatsoever for any matter or thing resulting directly or indirectly from strikes, lockouts, labor dispute, disturbances, of any kind, fire, delays or defaults of suppliers or contractors, government regulations or order, local, national or international disturbance or from any similar cause beyond the reasonable control of PSYP.
14. **PSYP DISCRETION:** The Festival is produced and managed by PSYP and its agents. All decisions regarding Exhibit Space assignments, location and style of other exhibits, management before, during, and after hours, interpretation of this Contract and all other matters pertaining to the production in management of the Festival shall be made solely by PSYP in the exercise of its discretion.
15. **LIABILITY:** PSYP, Integrated Sports Marketing, Inc., the City of San Diego, California, the San Diego Unified Port District, Shelter Island Marina and Island Palms Hotel, and their respective owners, officers, directors, employees or representatives, shall be liable to EXHIBITOR, EXHIBITOR's, owners, directors, officers, employee, representatives, visitors or guests for any personal injury or death to any person or any loss, damage or injury to any property. EXHIBITOR hereby indemnifies and holds the said parties harmless from any and all liability. As necessary, EXHIBITOR shall maintain adequate insurance and shall provide a certificate or certificates of insurance naming PSYP as "Additionally Insured" if requested PSYP. Security personnel and patrols will be provided throughout the venue, on a 24-hour per day schedule. EXHIBITOR assumes all responsibility for all items left unattended.
16. **ENTIRE CONTRACT:** This Contract and the EXHIBITOR documents shall constitute the entire agreement between the parties and supersedes all other agreements and contracts, whether written or oral.
17. **PARAGRAPH HEADINGS:** Paragraph headings are included for reference purposes only and do not limit the content of this Contract.
18. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the state of California.
19. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the heirs, assigns and successors any interest to the parties hereto.
20. **NO ASSIGNMENT:** Neither party may assign this Agreement without the other parties written consent.
21. **WAIVER:** A waiver by either party hereto of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach of the same or other provisions hereof. The failure by either party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
22. **VALIDITY OF PROVISIONS:** If any term of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the extent permitted by law.
23. **NOTICES:** All notices and other communications required or authorized to be given hereunder shall be in writing signed by or on behalf of the party giving such notice or communication and shall be given by U.S. mail, commercial courier or transmission by facsimile machine, provided a facsimile is immediately followed with notice by regular mail.
24. **ATTORNEY FEES AND COSTS:** In the event of any dispute arising out of this Contract, the prevailing party in such dispute, including arbitration, shall be entitled to reasonable attorney's fees and costs.