



# Exhibitor Application/Contract

Kelowna Yacht Club

**Saturday, April 29 & Sunday, April 30, 2023**

**APPLICATION DEADLINE: Friday, April 7, 2023**

### COMPANY INFO

Return completed form along with a copy of your proof of insurance to [info@kelownaboatshow.com](mailto:info@kelownaboatshow.com).

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

Company Name to Appear in Digital Show Directory \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Were you an Exhibitor in 2019?  No  Yes

Website: \_\_\_\_\_

Are you a Kelowna Yacht Club Member?  No  Yes; Member # \_\_\_\_\_ Instagram: @ \_\_\_\_\_ Facebook: @ \_\_\_\_\_

### REGISTRATION CONTACT INFO

### ON-SITE CONTACT INFO (If Different)

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Cell number: \_\_\_\_\_

Cell number: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

### EXHIBIT INFO

	#	Cost	Total
Boat Slip		\$295	
10 x 10 Standard Booth - Marina		\$495	
Parking Lot Booth (Water Street Lot – 30 Min Parking Spots)		\$495	
		<b>Sub-Total</b>	
		<b>GST</b>	
		<b>TOTAL</b>	

**Upon approval of this application, you will be contacted for payment.**

Placement of booths and slips are at the sole discretion of the organizing committee. Requests can be submitted but cannot be guaranteed.

### REQUESTS:

Additional sponsorship opportunities are available to exhibitors. Please see the "2023 KBS Sponsorship Package" document for more details. For any questions related to sponsorship, please email [leona@kelownayachtclub.com](mailto:leona@kelownayachtclub.com).

### BOAT TRAILER PARKING

Please note, trailer parking is limited and is only available for out-of-town Exhibitors.

Will you require boat trailer parking?  Yes  No

For how many? \_\_\_\_\_

## INDEMNITY AGREEMENT

I, \_\_\_\_\_, agree to fully indemnify and save harmless the Kelowna Yacht Club, its agents' (Participant Signing Authority Name; **please print**) successors and assigns and its lands and tenements, goods, chattels, and effects from and against all manner of actions, causes of action, suits, debts, dues, sums of money, claims and demands whatsoever in law or in equity as may at any time arise by reason of the participation of \_\_\_\_\_, in the 2023 Kelowna Boat Show hosted by Kelowna Yacht Club and anything or any matter relating hereto. (Company Full Legal Name; **please print**)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

### **COMPLETING YOUR APPLICATION**

Prior to being assigned a space in the show, Exhibitors are required to submit the Exhibitor Application/Contract, and full payment.

It is suggested that you submit your information as soon as possible as applications are approved as they are received with priority given to marine-related industries.

### **IMPORTANT DATES**

**Registration & Payment Deadline** – April 7, 2023  
**Digital Show Guide Participation Deadline** – April 7, 2023  
**Insurance Documents Required** – April 7, 2023  
**Location Assignment** – April 21, 2023

#### **Move in -**

**On the Water** – Thursday, April 27 after 9:00 AM  
**10 x 10 Booth** – Friday, April 28 after 1:00 PM  
**Parking Lot Booths** – Saturday, April 29 after 7:30 AM

*Please note all exhibits must be fully set up prior to 9:30 AM Saturday, April 29.*

**Late Arrivals** – Exhibitors arriving for set-up after the times noted above may be relocated to any location by the Kelowna Boat Show. If no alternative/accessible spot is available, the Exhibitor may be required to forfeit their show participation right and any funds paid.

**Water Street Closures** – Due to MapleFest, the section of Water Street between the two roundabouts beside Stuart Park will be closed from 6:00AM to 6:00PM on Saturday, April 29.

**Move Out** – Beginning at the completion of the show on Sunday, April 30, 2023 at 4:00 PM. The Exhibitor further agrees that no part of their display will be dismantled or have goods removed during the Show. Exhibitors that do not comply with the move out times may be assessed a monetary penalty and not be offered renewal of their space in the following year's show.

**On the Water** – All move outs to be completed by Tuesday, May 2, 2023.

**On Land** – All move outs to be completed by Sunday, April 30, 2023.

Any other arrangements must be approved by the Club Operations Manager, Robert Boeckner at [robert@kelownayachtclub.com](mailto:robert@kelownayachtclub.com).

### **SHOW HOURS**

Saturday, April 29 10:00 AM – 4:00 PM  
Sunday, April 30 10:00 AM – 4:00 PM

### **REQUIRED DOCUMENTS**

- ☒ Exhibitor Application/Contract
- ☒ Certificate of Insurance

### **RISK**

All property used or exhibited is at the risk of the exhibitor. The Kelowna Boat Show and the Kelowna Yacht Club will not assume any responsibility for the safety of exhibits against theft, robbery, fire, and accidents or for any matter or thing whatsoever.

### **ITEMS INCLUDED/NOT INCLUDED**

All Exhibitors are required to bring their own tables, linens, and chairs.

**\*Boat Trailer Storage** – Although we cannot guarantee storage, we will do our best to assist out of town exhibitors with such. Please contact Bassam Shmordok, Dockmaster for more information. (250) 762-3310 ext. 220.

### **PERMISSIBLE EXHIBITS**

The Kelowna Boat Show reserves the right to determine the eligibility of any company or product for inclusion in the show. The Exhibitor agrees that the Kelowna Boat Show may remove any exhibits that it determines are of disruptive, objectionable or inappropriate nature.

### **DISPLAY CHARACTERISTICS**

Dimensions of all exhibit areas are believed to be accurately stated on the maps. If there is a discrepancy or error, the Kelowna Boat Show will make every effort to correct the situation once it is brought to our attention.

### **PAYMENT FOR SPACE**

Payment and all forms including insurance are required before space can be assigned in the show. Payment can be made by credit, debit or cheque payable to Kelowna Yacht Club.

## **CANCELLATIONS AND CHANGE REQUESTS**

Should an Exhibitor wish to cancel their participation in the show after payment is received, Kelowna Boat Show will refund payments received upon receipt of written notice of the request for cancellation as follows:

- 31 days or more prior to opening day - 25% credit
- 30 days or less prior to opening day - No refund

Should an Exhibitor wish to reduce the amount of space in the show after payment is received, Kelowna Boat Show will refund payment received upon receipt of written notice of the request as follows:

- 22 days or more prior to opening day – 50% refund
- 21 days or less prior to opening day – No refund. Kelowna Boat Show reserves the right to relocate the Exhibitor.

## **SUBLEASING**

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or any way allowing another company or person to display or advertise in an Exhibitor's space. Non-exhibiting individuals or companies may not place stickers, placards, flyers, or other signs/promotional materials anywhere in the show.

## **STAFFING OF EXHIBITS**

Exhibits must be staffed during all show hours. Show hours are as follows: *Saturday, April 25 10AM-4PM & Sunday, April 26 10AM-4PM.*

Exhibitors are required to comply with all part of the Workers Compensation Act (WCA) and all regulatory requirements of the Workers Compensation Board of British Columbia.

## **SALE OF MERCHANDISE**

All Exhibitors are solely responsible for registering for, collecting, and reporting appropriate sales tax on any items sold during the show.

## **ENVIRONMENTAL**

Exhibitors must adhere to the Kelowna Yacht Club Environmental Policy. The full policy can be found on the Kelowna Yacht Club website at <https://kelownayachtclub.com/eco-friendly-initiatives/>. Should there be a marine spill of any kind, it will be the Exhibitor's responsibility for costs and any ramifications.

***Furthermore, Exhibitors are not permitted to provide single use plastics (i.e. water bottles, plastic bags) to participants and attendees at the Kelowna Boat Show.***

I understand that as an Exhibitor I must comply with the Kelowna Yacht Club Environmental Policy.

\_\_\_\_\_ Exhibitor Initial

## **INSURANCE**

All Exhibitors are required to provide and keep in force during the period of the boat show, including move-in and move-out periods, the following insurance:

- WorksafeBC or Workers Compensation insurance in accordance with the statutes, rules and regulations applicable in the Province of British Columbia.
- Commercial General Liability insurance including Products & Completed Operations, Personal and Advertising Injury with a limit of not less than \$2,000,000 per occurrence and endorsed to include Kelowna Yacht Club and City of Kelowna as Additional Insureds.
- Protection and Indemnity Insurance with respect to any motorized vessels in or on the water with a limit of not less than \$2,000,000.
- Exhibitors using owned, leased, rented or borrowed vehicles in the venue premises or on property adjacent to the venue are required to have valid Automobile Third Party Liability insurance with a limit of not less than \$2,000,000.
- Mailing addresses for the Additional Insureds required under b) are:
  - Kelowna Yacht Club, 1370 Water Street, Kelowna, BC V1Y 1J1
  - City of Kelowna, 1435 Water Street, Kelowna, BC V1Y 1J4

A Certificate of Insurance with the limits, coverage dates and Additional Insureds as stated above must be provided to Kelowna Boat Show c/o Kelowna Yacht Club no later April 7, 2023. Email delivery will be accepted at: [info@kelownaboatshow.com](mailto:info@kelownaboatshow.com).

The Exhibitor understands that the Kelowna Yacht Club does not maintain insurance covering the Exhibitors property. It is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation on behalf of themselves and their insurers for any damages sustained to the Exhibitors property.

## **RELEASE AND INDEMNITY**

The Exhibitor, without regard to assignment, lease or sublease or dealer occupancy, shall indemnify, release, hold harmless, defend and reimburse Kelowna Yacht Club, Kelowna Boat Show and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgements recovered from or assessed against the above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses), resulting directly or indirectly:

- from the breach by Exhibitor and/or its contractors, directors, officers, employees, of any representation or covenant set forth herein;
- For any injury to or death of any person(s), or any loss of or damage to property through theft or otherwise, arising in any way in connection with the use and enjoyment of Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or show space;
- Arising from the use of equipment or devices furnished to or used by the Exhibitor, or other person in connection with the show or the use of the space.

Such indemnification shall not be effective if damage or injury results solely from the gross negligence or willful misconduct of the Kelowna Boat Show, Kelowna Yacht Club or any of their directors, members or employees while acting within the scope of their duties in relation to the Kelowna Boat Show.

**NO LIABILITY FOR CANCELLATION OR DISRUPTION**

Kelowna Boat Show and Kelowna Yacht Club shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, national emergencies or acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Kelowna Boat Show shall return to Exhibitor the payments made by them, after deducting there-from a pro-rata share of expenses incurred with said show.

**INDEMNITY AGREEMENT**

The Indemnity Agreement portion of this application/contract must be completed, signed and dated by the Exhibitor to process the application.

**COPYRIGHTS**

Each Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from Exhibitor's or Exhibitor's agents or employee's incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, patent, franchise or other contractual or statutory protection. Each Exhibitor agrees to indemnify, defend and hold harmless Kelowna Boat Show, Kelowna Yacht Club and its directors, officers, Members 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 as use.

---

*Signature*

---

*Title*

---

*Date*