



Lake Tahoe Boat Show Brewery Event Agreement June 24-25, 2016



1. Lake Tahoe Boat Show (LTBS) and South Lake Tahoe Yacht Club (SLTYC) hereby authorizes Brewer to participate in the aforementioned Show in a space assigned by the LTBS. This space assignment is for this Show only and no proprietary rights or space rights are inferred by this agreement. The LTBS expressly reserves the right to alter, change or modify the space allocation system for all future shows. This is not a rental agreement. The show is open to all firms which market products and services in California and Nevada. The LTBS reserves the right to reject any application, which in the opinion of Boat Show Management cannot be accommodated into the Show's guidelines, plans and procedures.

2. SET UP HOURS: June 24: 6pm-8pm, June 25: 7am -10am

3. EXHIBIT HOURS: June 25: 11am -7pm

4. TAKE DOWN HOURS: June 25: 7pm -9pm

5. Brewer agrees to exhibit only those products listed on the Application for Exhibit Space and no others.

6. Brewer may exhibit said products only in the space assigned by LTBS and may not assign this agreement or let another use any part of its assigned space without the express written consent of the LTBS. LTBS reserves the right to alter space assignments in order to conform to the display requirements of the State of California, City South Lake Tahoe and the LTBS Boat Show Management Rules & Guidelines.

7. Brewer(s) acknowledges that 100% of the exhibit space and product is for donation.

8. Brewer expressly agrees to indemnify and hold the LTBS harmless from any and all liability and expenses, including attorney's fees, resulting from any claims against LTBS, whether or not well grounded, arising out of the acts or omissions of Brewer, or from any activity oc-

curing in the space assigned to Brewer. Brewer expressly agrees that LTBS is not responsible for and shall incur no liability whatsoever for any injuries to Brewer, its employees or agents, or for any damage to or loss of property owned or controlled by, or in the custody of Brewer or its employees, no matter what the cause. Brewer assumes all risks and hazards connected with its exhibit. In the event the Show does not open, the LTBS' or SLTYC sole liability to the Brewer shall be the return of all exhibit space payments. If the Show is canceled in part, or delayed, the LTBS shall not be liable in any way to the Brewer. Brewer expressly waives and releases LTBS, its agents, employees, successors and assigns from any and all claims for injuries, damage or loss. Brewer must provide proof of liability insurance coverage in the amount of \$1,000,000.00 combined single limit bodily injury and property damage for any claims by third parties and have LTBS or SLTYC named as an additional insured.

9. Under no circumstances shall the LTBS be liable for any loss of sales or other consequential damages.

10. Brewer will not cause any damage to any portion of its assigned space. Brewer agrees to pay for any such damage upon demand.

11. Brewer agrees that the LTBS Rules and Regulations are part of this agreement and that Brewer is subject to them.

12. Brewer agrees to comply with all state, federal and local laws, regulations and codes governing its activities and the use of space assigned to it. Brewer further agrees to comply with regulations and procedures of Tahoe Keys Village, City of South Lake Tahoe, County of Eldorado and State of California. It is further understood that any costs or assessments which may be levied or incurred by an enforcement of the regulations and procedures will be the responsibility of the Brewer.

13. If in the judgment of the LTBS, Brewer fails to comply with any of the above-mentioned rules, regulations, laws or codes, LTBS may terminate Brewer's right to use of its assigned space and the LTBS may remove its exhibit and store such exhibit. Brewer will be liable to LTBS for such storage costs. Brewer further agrees that, in such event, it shall lose all rights to the assigned space and will not be entitled to a refund of any of the sums paid hereunder. After ten (10) days, the LTBS or SLTYC may dispose of the property upon giving the Brewer five (5) days' notice of its intention to do so.

14. Brewer(s) agree to remain active in serving the attendees for the entire event schedule.

15. The parties agree that any dispute arising under this agreement or in any way connected with the operation of the Show shall be subject to arbitration according to the rules of the American Arbitration Association. Brewer agrees that LTBS may bring civil action for indemnity against Brewer.

16. Brewer agrees to comply with the move-in and move-out schedule established by the LTBS, and the LTBS shall not be liable for any loss caused by move-in or move-out delays. Brewer is responsible for all trucking expenses.

17. Brewer understands that this agreement is not effective or binding until accepted in writing by the LTBS. Acceptance of space payment is not acceptance of this agreement.

18. Brewer must notify Boat Show Management in writing 10 days prior to show opening of merchandise, services or other prizes being awarded to Boat Show Attendees. Such give-a-ways must be approved by Boat Show Management. LTBS must be notified of the name(s) and addresses of winners within 10 days following the close of the show.

Company Name

Owner/Representative Signature

Date

LTBS/SLTYC Approved

Date