



KELOWNA BOAT SHOW

Form C Private or Used Boats Application/Contract Kelowna Yacht Club

Saturday, April 25 & Sunday, April 26, 2020

APPLICATION DEADLINE: Sunday April 20, 2020

MEMBER/BROKER/PRIVATE BOAT(S) SALES INFORMATION

Return completed form along with a copy of your proof of insurance to register@kelownaboatshow.com

Contact Name: _____ Are you a Member? Yes; Member # _____ No

Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Email: _____

USED BOAT SLIP PRICES

Note: Acceptance is subject to approval by the Used Boat Coordinator

Kelowna Yacht Club Members \$ 50.00

Non-member or Broker \$125.00

For questions on used boats, please contact Mark Ranger at (250) 212-2392 or email mark@markranger.com.

BOAT INFORMATION

	Boat Make and Model	Size	Amount	Total
1				
2				
3				
4				
			GST	
			AMOUNT OWING	
			TOTAL AMOUNT ENCLOSED	

INDEMNITY AGREEMENT

I, _____, agree to fully indemnify and save harmless the Kelowna Yacht Club,

(Participant Signing Authority Name; **please print**)

its agents' 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 2020 Kelowna Boat Show hosted by Kelowna Yacht Club and

(Company Full Legal Name; **please print**)

anything or any matter relating hereto.

Signature

Title

Date

COMPLETING YOUR APPLICATION

Prior to being assigned a space in the show, Exhibitors are required to submit the Exhibitor Application/Contract (Form C), any other forms pertinent to your application.

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 deadline – April 20, 2020

Insurance documents required – April 20, 2020

Location assignment begin – April 13, 2020

Move in

On the water – Thursday, April 23 after 9:00am

Please note all exhibits must be fully set up prior to 9:30am on Saturday, April 25

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.

Move out – begins at the completion of the show on Sunday, April 26, 2020 at 4pm. 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 not be offered renewal of their space in the following year's show.

On the Water – all move outs to be completed by Tuesday, April 28, 2020

Any other arrangements must be approved by the Club Operations Manager, Robert Boeckner.
Robert@kelownayachtclub.com

SHOW HOURS

Saturday, April 25 10am – 5pm

Sunday, April 26 10am – 4pm

REQUIRED DOCUMENTS

USED PRIVATE BOAT SALES/ PERSONAL WATERCRAFT (MEMBER/ BROKER)

- ☼ Form C – Private/Used Boats
- ☼ 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.

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
- The 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 anywhere in the show.

STAFFING OF EXHIBITS

Exhibits must be staffed during all show hours. Show hours are as follows: *Saturday, April 25 10AM-5PM & 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 are requested to adhere to the Kelowna Yacht Club Environmental Policy including; eliminating the release of contaminants to the water column, both directly and indirectly, minimize the release of pollutants to the atmosphere, avoid contamination of the ground, adopt waste reduction, reuse and recycling strategies, optimize energy and water conservation, promote good environmental practices to all parties, abide by, and, where possible, exceed the requirements of all relevant legislation. The full policy can be found on the Kelowna Yacht Club website. Should there be a marine spill of any kind, it will be the Exhibitor's responsibility for costs and any ramifications.

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

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:

- a) WorksafeBC or Workers Compensation insurance in accordance with the statutes, rules and regulations applicable in the Province of British Columbia.
- b) 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.

- c) 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.
- d) 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.
- e) Mailing addresses for the Additional Insureds required under b) are:
 - a. Kelowna Yacht Club, 1370 Water Street, Kelowna, BC V1Y 1J1
 - b. 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 20, 2020. Email delivery will be accepted at: 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:

- (i) from the breach by Exhibitor and/or its contractors, directors, officers, employees, of any representation or covenant set forth herein;
- (ii) 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;
- (iii) 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, 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.

Name: _____	Signature: _____	Date: _____
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