SINCE 1965: THE UTAH

BOAT SHOW

& WATERSPORTS EXPO

For Questions, Call
Greenband Enterprises
(801) 485-7399

Exhibit Space Application for Contract for February 4th - 7th, 2027

We hereby make application for exhibit space in the **63rd Annual Utah Boat Show & Watersports Expo**
February 4th - 7th, 2027, to be held at the Mountain America Expo Center in Sandy, Utah.

Please print to ensure correct spelling and return:
1. By Mail: See Address Below, or
2. By E-mail: dmgreenband@greenband.com, or
3. By Fax: (801) 485-0687
Questions: Call (801) 485-7399

Company _____

Email _____

Name _____

Title _____

Address _____

City/State/Zip _____

Website _____

Phone _____ Fax _____

Cell Phone _____

Exhibit space preference:

Space Choice: 1st _____ 2nd _____

Square footage needed: _____

We plan to sell/show the following products or services:

_____

_____

• Applications are welcome anytime prior to event and may be accepted up to the event depending on availabilty.

Sponsorship Opportunities

- ☐ Digital Screen Ad at Show
- ☐ Entrance Bag Rights
- ☐ Website Banner Ad
- ☐ Ad in Show Guide
- ● BMX 50/50 Stunt Show
- ☐ Sponsor Banners
- ☐ Floor Decals

For Additional Questions or Information about Sponsorship Options Contact Greenband Enterprises at (801) 485-7399

Digital Show Program Advertising

For information about the Official Digital Buyer's Guide, contact Dave Baker by phone at (801) 557-1868 or at Bakergrouputah@gmail.com.

I Would Like To Make Payment (Choose One):

☐ **: IN FULL** **- or -** ☐ **: A 50% Deposit**

Note: Reservations made less than 30 days prior to event are due in full.

I Would Like To Pay By (Choose One):

☐ **CHECK** (Please make payable to Greenband Enterprises and attach) Note: Returned checks subject to $30 fee.

- or-

☐ **CARD** (Transaction processed with below card Information)
• **All** card transactions are subject to **3.5%** processing fees

_____
Card Number

_____ _____
Exp. Date Security Code

Tax ID Number _____

Name _____

Address _____ Zip _____

Signature _____

• Payment is due in full 30 days before opening day.

I _____ (Applicant's Initials) understand the balance is due in FULL on or before January 4th, 2027.

Check One (Only If You Are Not Paying In Full):

☐ I authorize Greenband Enterprises to process the final payment using the above given card information.*

☐ Please Invoice me.*

* Final payments by **1/04/27**.

This is a contract for exhibit space to be assigned. I/We hereby agree to abide by the show terms, conditions and regulations printed on the reverse side of this application/ contract.

Signature _____ **Date** _____

Questions? Please call or email Debra or Jon Greenband
dmgreenband@greenband.com | Jon@greenband.com

Greenbandenterprises

4525 South 2300 East Suite 200 | Holladay, Utah 84117
(801) 485-7399 | Fax: **(801) 485-0687**
greenband.com | www.UtahBoatShow.com

TERMS AND CONDITIONS

1. EXHIBITOR COVENANTS

a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Greenband Enterprises, LLC ("Greenband"), including but not limited to any and all rules and regulations set forth in the Exhibitor Manual.

c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between Greenband and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.

d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sale tax, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies Greenband that the contest is being operated in accordance with applicable law; and (ii) Exhibitor obtains Greenband's prior written consent.

f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third-party copyright, industrial design, trademark, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of Greenband. The Exhibitor agrees to indemnify and save harmless Greenband and it's respective officers, managers directors, employees, insurers, agents, representatives, the facility, and those for whom the Exhibitor is responsible in law against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and/or those for whom the Exhibitor is responsible in law.

g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

2. GREENBAND RIGHTS

a) Greenband reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits or Exhibitors which Greenband, its officers, managers, or directors consider objectionable, inappropriate, disruptive or offensive to Greenband, other Exhibitors, or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show, without any liability to Greenband.

b) Greenband shall have the right to move exhibit spaces at any time and at their sole discretion.

c) Greenband shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

d) Greenband shall have the right to allocate exhibit space at Greenband's discretion. Exhibit space cannot be transferred to or by anyone except Greenband.

3. ASSIGNMENT AND SUBLETTING

a) The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of Greenband, which permission may be withheld in Greenband's sole discretion.

b) The Exhibitor understands the contents of all their exhibits are limited to only the company, products, and services for which Exhibitor has contracted.

4. INDEMNIFICATION

a) The Exhibitor agrees to indemnify and hold harmless Greenband and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from exhibitors negligent and/or intentional tortious acts related to (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by a visitor to the show, the Exhibitor, Greenband, the facility, Show sponsors and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

b) Paragraph **a)** applies to require indemnification even if there are allegations of negligence or fault against Greenband or the premises owner for failure to inspect or maintain the Exhibitor's space, equipment, or activities at the show.

5. LIABILITY AND INSURANCE

a) The Exhibitor shall at its own expense obtain, maintain, and supply a copy of which to Greenband Enterprises, a comprehensive certificate of general liability and all risk property insurance policy acceptable to Greenband for a period commencing on the first move-in date and terminating on the last move-out date of the Show. The policy shall name Greenband Enterprises LLC, Salt Lake County, Legends Global, SMG, MAEC and each of their respective parent companies, subsidiaries, affiliates, successors, assigns, lenders, licensees, contractors, officers, directors, partners, members, shareholders, employees, agents, and representatives as additional insureds. The policy shall insure both exhibitor and said additional insureds against all claims of any kind arising from or in any way, in whole or in part, connected with the exhibitor's presence or operation at the show. This insurance shall be primary, non-contributing, and shall provide coverage of at least $1,000,000 for each separate occurrence, $2,000,000 aggregate, and be rated A-XII or better. Exhibitors without a current, valid certificate on file with Greenband will not be allowed to move into the Show and will forfeit all exhibitor fees.

b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Greenband, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives and employees or their respective property.

c) Neither Greenband nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. EXHIBIT SPACE & DISPLAY

a) All floors must be covered, and all tables must be skirted. All materials used in exhibit must be fire retardant.

b) Give-away items may not include rulers, balloons or any item that could be perceived to cause bodily harm. Balloons may not be used to decorate in any way. Booth construction and signage must be exhibited in accordance to the rules and regulations as outlined in the Exhibitor Manual.

c) All construction must be completed no later than two hours prior to the posted official opening time for the opening day. No vehicles will be allowed in building on opening day.

d) ALL promotional activity within the show by an individual exhibitor MUST be contained physically, visually and audibly within the space the exhibitor has contracted. The distribution of souvenirs, brochures, flyers, business cards, etc. . . . must be confined to the area for which the exhibitor has contracted. Signs may not exceed the 8' height of the back drape. No display may protrude into the aisle beyond the depth limits of the booth dividers. Rotating, flashing, strobe, or projection lights are not permitted. Balloons, blimps or other inflatable objects are not allowed. Drones are not permitted. No canopy tents will be allowed without show management approval. Audio and Video systems are allowed only if they are operated at levels that do not interfere with neighboring exhibitors. Show management reserves the right to refuse the use of any audio system.

e) The Exhibitor agrees that no display will be dismantled, nor goods removed during the term of the Show, so that their whole display will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by Greenband.

7. CANCELLATION AND TERMINATION

a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to Greenband no later than one hundred eighty (180) days preceding the opening date of the Show. All deposits received by Greenband within the 180 days from the first day of the show are non-refundable and non-transferable. A minimum $100.00 cancellation fee will be assessed for cancellations prior to the 180 days.

b) In the event that the Exhibitor (i) notifies Greenband less than the number of days specified in part **7. a)** preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; Greenband reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re- rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from Greenband.

c) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to Greenband shall be deemed earned by Greenband and all deposits received shall be non-refundable and non- transferable. In the event of any violation or breach of the terms and conditions of this license agreement, Greenband shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as Greenband deems appropriate, including, but not limited to, relicensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

d) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling Greenband to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to Greenband to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

e) Failure to make payment as specified shall entitle management at its option to cancel this agreement without notice and exhibitor shall remain liable for any unpaid space rentals. Show management reserves the right to hold exhibitors merchandise/display materials if exhibit space is not paid in full.

8. FORCE MAJEURE

a) In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) Greenband is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of Greenband, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, Greenband will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

a) Waiver by Greenband of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.

c) This license agreement shall be governed and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

d) **Exhibitor agrees not to participate in any like/similar or competing show that falls within 60 days before and 30 days after this show.**

e) **Exhibitor agrees to be liable for and to pay all reasonable attorney's fees and associated costs incurred by Greenband in collecting unpaid balances owing pursuant to this Exhibit Space Contract, both before and after filing legal action. 1.5% monthly/18% annually will be charged to any unpaid balances.**

f) Exhibitor is solely responsible for any damage they or their agents cause in the facility.

g) Exhibitor will receive a certain amount of exhibitor wristbands. These wristbands are for EMPLOYEES only. Exhibitor wristbands cannot be used to let guests, friends or family into the show. If any exhibitor is caught violating the exhibitor wristband policy, the wristbands will be confiscated and will not be replaced.

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