

UPSTATE SOUTH CAROLINA
BOAT SHOW

**PROSPECTUS and RULES & REGULATIONS for the
UPSTATE SOUTH CAROLINA BOAT SHOW**

January 26th – 29th, 2012

TD Convention Center One Exposition Drive, Greenville, SC 29607

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GENERAL INFORMATION

THE UPSTATE SOUTH CAROLINA BOAT SHOW shall be an exposition of new boats, and related equipment, supplies, and services available to the public. Used equipment is not eligible for exhibit unless it is required to demonstrate a specific service or product.

LOCATION

TD Convention Center
One Exposition Drive, Greenville, SC 29607
www.upstatescboatshow.com
www.tdconventioncenter.com

DATES AND HOURS

Thursday, January 26, 2012Noon to 9:00 p.m.
Friday, January 27, 2012Noon to 9:00 p.m.
Saturday, January 28, 201210:00 a.m. to 9:00 p.m.
Sunday, January 29, 2012.....Noon to 6:00 p.m.

ADMISSION AND PARKING

Adults..... \$7.00
Senior Citizens (65 Yrs. +)\$6.00
Students (7-18).....\$6.00
Children age 6 and under Free
Parking.....\$5.00

APPLICATION DEADLINE

The seniority deadline is **October 15, 2011**. A completed application & 33% deposit are required to hold space. The final deadline for all applications is **January 13, 2012**.

PAYMENTS

The designated payment schedule is as follows, NO EXCEPTIONS:

- First payment, 33% of total rental fee, must accompany application for space
- Second payment, 33% of total rental fee, is due on or before November 15, 2011
- Final payment, representing the remaining balance, is due on or before December 22, 2011
- Late fee of 1.5% of the amount due will be applied to any payment not received by the due date. Late fee will be applied per month
- Payment schedule for applications received after October 15, 2011, deadline will be provided by management on a case by case basis

If exhibitor must cancel space for good and sufficient reasons, after application has been approved and accepted, and written notification of such cancellation is delivered to show management, exhibitor is obligated to pay the agreed upon rental costs as followed:

- Cancellations received 60 days or more prior to show date will be refunded the full deposit less a \$50 cancellation fee
- Cancellations received 59-30 days prior to show date will be refunded 50% of deposit paid, less a \$50 cancellation fee
- No refunds will be given for cancellations received after 30 days prior to show date
- There is a \$25 fee for all returned checks. Exhibitors with any returned checks must pay balance by credit card or cashiers check only. Any payments made after January 14, 2011, must be made by credit card or cashiers check.

ASSIGNMENTS OF SPACE

No spaces will be assigned without a completed application and the first 33% of the total rental fee. Booth Spaces for the 2012 show are chosen by exhibitors on seniority basis. Space will be assigned by Management in the following order:

- 1) Previous exhibitors from the 2012 UPSTATE SC BOAT SHOW who have returned their application and deposit by October 15, 2011. Seniority is forfeited by the company for the 2012 assignment process if their application is received after this deadline or if no deposit is included.
- 2) All other applicants will be assigned booths on space remaining basis after October 15, 2011, in the order their applications are received.

Management reserves the right to limit the amount of space occupied by any exhibitor, and to amend the floor plan if it is in the best interest of the show. Management may relocate any exhibit at any time with the understanding that if the exhibitor does not agree with such relocation, his payment for space will be refunded.

INSTALLATION

A schedule of designated times that exhibitors can stage, install, and dismantle their exhibit booths will be provided via email and fax two weeks prior to the show.

- Move-In begins on Tuesday, January 24, 2012, at 7:00am
- Exhibitors may work within their exhibit booth or hand-carry items onto the exhibit floor Wednesday, January 25, 2012, from 8:00am to 10:00pm.
- Limited move-in will be allowed for table-top displays only on Thursday, January 26, 2012, prior to 10:00am.

DISMANTLE

No exhibit shall be disassembled, packed, or removed during the continuance of the show. Exhibits must remain in place until after 6:00pm, Sunday, January 29, 2012. Vehicles for loading & removing equipment may enter the exhibit floor following the removal of equipment adjacent to the drive-in doors. Dismantle and move-out is scheduled as follows:

- Sunday, January 29 – 6:01pm – 11:00pm
- Monday, January 30 – 8:00am – 5:00pm
- Deadline for removal – 5:00pm on Monday, January 30, 2012

GUEST TICKETS

- A total of **6 complimentary** admission tickets will be issued to exhibitors occupying 100 to 3,000 square feet; and two (2) additional tickets per 1,000 square feet above 3,000 square feet
- Tickets are good for any day of the show and should be distributed to key customers, prospects, product representatives, and family members
- Additional admission tickets can be purchased at a reduced rate

EXHIBITOR BADGES

Management will provide an adequate number of identification badges per contracted exhibitor for their booth personnel to enter the exhibit area during the installation, show, and dismantling periods. Exhibitor Badges are restricted to actual booth personnel only. For security and safety reasons only exhibitor employees will receive exhibitor badges.

- **10x10 Booth Space – 4 badges**
- **500+ Square Feet – Maximum of 20 badges**
- Requests for additional badges must be made in writing to show management

MANUFACTURER REPRESENTATIVES

Exhibitors expecting representatives from manufacturers must provide these representatives with either an exhibitor badge or complimentary admission ticket. Otherwise, they will be required to purchase a ticket to enter the show. Requests for additional admission tickets for this purpose must be made in writing to show management prior to January 20, 2012.

STAGING & PARKING

Staging will be allowed beginning at 2:00pm on Sunday, January 22, 2012, in the Crosrol Parking Lot off Tower Drive. PLEASE DO NOT USE ANY OTHER AREA FOR STAGING. Overnight security will be provided in this parking lot Monday, January 23, 2012, only.

No overnight parking on the TD Convention Center premises is permitted. No boat, trailer, or RV may be parked on the premises, including all outdoor property, other than the exhibit floor space leased to the exhibiting firm. Parking for trailers and other conveyance vehicles used to transport is available at Crosrol Parking Lot off Tower Drive.

Complimentary exhibitor parking is available with an exhibitor badge in the Watson Road parking lot. Each exhibitor will receive complimentary parking passes for use in any TD Convention Center parking lot on first come, first serve basis.

- **10 x 10 Booth Space** – 2 complimentary parking passes
- **500+ Square Feet** – 3 complimentary parking passes
- Additional parking passes may be purchased at a reduced rate. The order form can be obtained through show management or is available on the show website.

BOOTH EQUIPMENT

Management provides without charge for each 10x10 booth; one (1) 7" x 44" identification sign displaying company name (as it appears on the Contract for Space). One (1) 8-Ft. high draped background; and two (2) 3-Ft. high draped divider rails will be provided to in-line booths. Pipe and drape will not be provided to large exhibit booths unless it is required as a divider between exhibitors, at the discretion of Show Management. All other equipment must be furnished or arranged for by the Exhibitor, at their expense. Order forms for on-site services available (electrical connections, table/chair rental, telephone service, etc.) are available to be mailed, faxed, or at www.upstatesboatshow.com.

ELECTRICAL

Only TD Convention Center electricians will be permitted to do wiring on the premises. They will install all electrical connections from the facility's power supply to individual exhibit booths at the expense of the exhibitor. Order forms for electrical connections are available to be mailed, faxed, or at www.upstatesboatshow.com.

INSURANCE

Management carries no insurance on Exhibitor's property, and will not be liable for loss or damage by any cause.

SECURITY

Management will employ competent and reputable guards during the course of the Show but assumes no responsibility for loss or damage from any cause.

SUBLEASING

Exhibitors may not assign or sublet any space allotted to them, and may not advertise, display, or promote goods other than those manufactured or sold by them in the regular course of their everyday business. Any special events or promotions within exhibitor's booths will not be promoted via the TD Convention Center PA system. Please submit any special promotional material via the form located at www.upstatesboatshow.com.

AMENDMENTS

Management reserves the right to make or amend these rules and regulations, as it deems proper and to make final determination of all matters of interpretation and enforcement of these rules and any amendments made thereto. Management reserves the right to deny a potential exhibitor space if products are not related to or used within the subject of the show.

DAMAGE TO THE BUILDING

- The Exhibitor shall be responsible for all damage to the floor, walls, or other parts of the TD Convention Center caused by the Exhibitor, its employees, agents, or representatives, and by all contractors, erectors, delivery persons, suppliers and persons furnishing services, delivery, work or materials at the instance of the Exhibitor. Exhibitor shall promptly pay for all costs of repairs arising out of such damages.
- Exhibitors will not be permitted to fasten equipment or any part of display (including signs) to walls, columns, drapes, ceiling, or floor. Nothing shall be pasted, tacked, or otherwise attached to the building. Exhibitors will be held liable for any damage.
- Exhibitors are responsible for restoring the exhibit floor to its original condition. This includes the removal of all tapes or adhesives, which may be used to secure carpets or other floor coverings. Exhibitor will be held liable for any damage to the building.

DEFAULTS

- Any exhibit space assigned to an Exhibitor for which rent has not been paid in full by December 22, 2011, may be reclaimed by Management without notice, and may be reassigned to a different firm or utilized at the discretion of Management for any purpose. Rent paid for such space will be forfeited without recourse or refund.
- Exhibit space leased to an Exhibitor but not fully prepared for exhibit at 10:00 p.m., Wednesday, January 25, 2012, shall be considered forfeited and subject to use by Management for any purpose whatsoever, and rent paid for such space will be forfeited by the Exhibitor without recourse or refund. In the case of small exhibits holding written permission to set-up on Thursday, January 26, 2012, such space will be held until 12:00 Noon, and then shall be considered forfeited and reclaimed by Management, and rent paid for such space will be forfeited by the Exhibitor without recourse or refund.

EXHIBITOR RESTRICTIONS & EXHIBITOR CONDUCT

In the rear one-half of each booth, display material of any nature may not exceed 8-feet from the building floor (including signs). In the front one-half of each booth, no display material shall exceed a height of 4-feet from the building floor. This rule, however, shall not apply in the case of equipment placed in position comparable to actual utilization for its intended purpose. In no case shall display materials obstruct the view of adjacent booths, or infringe upon the rights of neighboring exhibitors.

- a. No signs shall be suspended or extend beyond the booth limits or in any way interfere with the rights of any exhibitor. All signs are subject to approval of Management.
- b. All exposed parts of display partitions must be finished or covered so they do not present an unsightly appearance to adjoining booths or aisles.
- c. Exhibit booths must be staffed by qualified representatives throughout the Show hours.
- d. Exhibitors are expected to keep their exhibit space clean and attractive during show hours. Management will clean aisles and public areas only. Exhibitors are responsible for cleaning their individual exhibit areas, prior to the Show opening and daily during the Show.
- e. Demonstrations and distribution of promotional materials must be made from within the Exhibitor's assigned space, and must directly relate to the exhibit. Companies

not assigned space are not permitted to advertise or solicit business within the Show or on the premises.

- f. No exhibit or demonstration shall be permitted, nor anything be distributed if it is considered a source of danger or annoyance. Management reserves the right to prohibit, modify, and regulate any display not in keeping with the policies of the Show, or objectionable from its point of view.
- g. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby booths is prohibited. Sound effects or speakers used to convey a message must be kept in the range of normal conversation, and in no way be permitted to annoy adjoining exhibitors or attract persons walking the aisles.

The following fire and safety regulations are contained in the Greenville Fire Code governing Exhibitions and Special Events and will be enforced during the Show.

1. All paper and other flimsy materials used for decorative purposes, including flameproof paper are prohibited. The use of heavy cardboard shall be permitted in limited amounts.
2. All cloth used for decorative purposes, including drapes, table covers, floor covering and bunting shall be fire-retardant and approved by the Fire Marshall's office.
3. Cut trees, branches, and shrubs are prohibited. They will be permitted, however, maintained in their natural state with root system maintained
4. The use, handling, and storage of liquefied petroleum gas shall be prohibited unless otherwise approved by the Fire Marshall.
5. All gasoline-propelled vehicles or combustion fuel operated machinery for display purposes shall be inspected prior to their being allowed to be displayed in the facility. Batteries shall be disconnected.
6. All gasoline tanks shall be equipped with a locking gas cap or taped shut.
7. Fuel tanks shall be drained to less than 1/4th of tank capacity.

The use of open flame, including fire acts or storage and handling of flammable liquids, chemicals or harmful caustic substances, are prohibited unless approved by the Fire Marshal.

Permit from the Fire Marshal's office will be required for any tent or air supported structures used for exhibit purposes and fees paid by the exhibitor.

Spray painting inside the building is prohibited (including aerosol cans).

No flammable/combustible liquids, substances, or materials of any nature, including decorative materials, use of which is prohibited by National, State, or City Fire Regulations, may be used in any booth. Inquiries may be directed to the Fire Marshal, City of Greenville, 22 West Broad Street, Greenville, SC 29601, Phone (864) 467-4458, Fax: (864) 467-4488.

- h. Selling or distributing of food and beverages in booths is strictly prohibited.
- i. No helium-filled balloons will be permitted.
- j. No adhesive-backed stickers may be distributed.
- k. Raffles, drawings, or contests of an appropriate and audited nature are allowed when no money changes hands. Under the laws governing games of chance, every exhibit operating games of chance, lotteries, and the like, is charged with the knowledge of National, State and local legal restrictions for such operations.
- l. Playing of music (live, recorded, radio, or otherwise) is prohibited, due to the current licensing requirements of the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), and the Society of Stage, Authors and Composers (SESAC).
- m. Exhibitors selling equipment during the Show should obtain local and state licenses as required to engage in any retail business in the State of South Carolina and the City of Greenville. The appropriate agencies should be contacted for further information or for filing licenses and paying fees. Management is not responsible for enforcement of these restrictions and purpose of this section is to provide referral

information so exhibiting firms can obtain any license applicable from the appropriate agency and pay taxes collected during the show. At the time of printing of this Publication, the following local and state legal restrictions apply to firms selling equipment during the Show.

1. *South Carolina Retail License and S.C. Sales Tax. Any individual selling tangible personal property is required to secure a retail license for each branch, establishment, or agency, as a condition precedent to making sales in South Carolina and to report and pay a 5% sales tax directly to the S.C. Tax Commission. The one-time fee (per location) is \$50.00 and may be obtained from the S.C. Tax Commission, 211 Century Drive, Suite 210-B, Greenville, SC 29607. For further information or questions, contact Mr. George A. Proctor, Manager, Greenville Taxpayer Service Center (864) 241-1200.*
2. *City Business License. Management purchases a Group Event License for the Show to permit Exhibitors to make sales on the exhibit floor. Individual exhibitors are not required to obtain a Transient Merchant's City Business License.*

INDEMNIFICATION

Exhibitor shall indemnify, defend, and hold harmless SMG, the City of Greenville, SC, and their respective officers, directors, agents and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys fees) (collectively, the "**losses**") arising from (Exhibitor's failure to comply with any and all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively, the "**Laws**") applicable to the Exhibitor's performance of this Agreement, (ii) any unlawful acts on the part of the Exhibitor or its officers, directors, agents, employees, or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of SMG or the City of Greenville, SC to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of the Exhibitor or its officers, directors, agents, employees, or subcontractors, or (iv) the material breach or default by Exhibitor or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.