

FRIDAY– SUNDAY, SEPTEMBER 13- 15, 2019 DOWNTOWN NORFOLK, VA WATERFRONT WATERSIDE DISTRICT, WATERSIDE MARINA, TOWN POINT PARK

EXHIBITOR APPLICATION AND INFORMATION PACKAGE

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Prepared 1-21-19



On behalf of the Norfolk Festevents' 2019 Norfolk In-Water Boat Show Committee, we are excited to share the latest information about our 2019 show planned for the following dates and times:

Friday- Sunday, September 13-15, 2019 Friday, 12noon-7PM, Saturday & Sunday, 10AM-7PM

The show will take place at the Waterside Marina, Town Point Park and the Waterside District, Downtown Norfolk, VA Waterfront.

The Show Committee has taken into account the valuable feedback from participants and attendees associated with the successful 2018 rebirth of the Norfolk In-Water Boat Show. This evaluation process has enabled us to set the stage for an event in 2019 that has the potential to be even more attractive to you and your potential customers.

We understand that you may still be putting together your marketing plans for 2019; however, to build the best event possible we are requesting space reservations and deposits by April 15, 2019 for Hampton Roads dealers and May 1, 2019 for all others. We appreciate your cooperation and look forward to answering your questions throughout the process.

Please review the enclosed materials concerning your space needs so we can best support your level of interest.

Instructions to apply for your space in the 2019 Norfolk In-Water Boat Show:

- Return your **Exhibitor Application and 25% Deposit** to Claudell Clark at <u>clarkc@festevents.org</u> or by mail to Norfolk Festevents, Attention; Claudell Clark, 120 W. Main Street, Norfolk, VA 23510 by April 15, 2019 for Hampton Roads dealers, May 1, 2019 for all others.
- Once Exhibitor Application and 25% deposit has been received and processed, a final **Contract/Lease Agreement** will be issued confirming product lines, exhibit space and remaining fees and documents.

Space allocations will begin in late April/early May provided we have received your Exhibitor Application and deposit.

Please visit <u>bit.ly/NFKBoatShow</u> for show details and updates.

Our goal is your success! Please don't hesitate to reach out to us if you have any questions throughout the show planning process.

Thank you,

Claudell Clark Director of Development Norfolk Festevents clarkc@festevents.org 757-288-9813



Norfolk In-Water Boat Show Friday- Sunday, September 13-15, 2019 Waterside Marina, Town Point Park Downtown Norfolk, VA Waterfront EXHIBITOR APPLICATION



Company Name:		Contact Name:		
Contact Phone:		Cell Phone:		
Website:		Contact Email:		
Address:	City:	S	itate:	Zip:

Application must list all products to be considered for show.

NOTE: One dealer per product line, unless dealers agree to work together.

NOTE: Hampton Roads Dealers have first right of refusal for product lines with a 25% non refundable deposit due by April 15, 2019.

Below is a list of choices for your 2019 Norfolk In-Water Boat Show space. Please indicate your preferences. Every effort will be made to accommodate your request, however, placement will be done based on availability for those who have sent their request forms with deposits by (April 15, 2019 for Hampton Roads Dealers for first rights to product line exclusivity) or May 1, 2019. We understand the exact mix of new and used boats could change based on inventory on hand at the time of the show. The list below would be your best estimate to allow for planning by boat show staff. Modifications are expected and will be reviewed to best accommodate all dealers' inventory.

IN-WATER SLIPS AND BULKHEAD RATES: LOA X BEAM @\$1.70 (\$800 MINIMUM PER SLIP/ 50' LOA MINIMUM ON BULKHEAD)

Manufacturer	In Water	Model/Year	New	Used	Length Overall	Beam	Total Sq Ft	Cost

Use More Space if needed to list additional information.

Subtotal:

BULK ON LAND RATES: \$1.50 PER SQ FT

On Land	Model/Year	New	Used	Length Overall	Beam	Total Sq Ft	Cost
	On Land	On Land Model/Year Image: Constraint of the second secon	On Land Model/Year New Image: Constraint of the state of the sta	On Land Model/Year New Used Image: Constraint of the second secon	On Land Model/Year New Used Length Overall Image: Constraint of the second secon	On Land Model/Year New Used Length Overall Beam Image: Constraint of the second s	On LandModel/YearNewUsedLength OverallBeamTotal Sq FtImage: Constraint of the strength

Use More Space if needed to list additional information.

Subtotal:____

BOOTH SPACE 10' X 10' (VENDOR/EXHIBITOR) \$5 PER SQ FT (LIMITED SPACES: Tents, tables, chairs are additional costs- see Exhibitor Price Sheet) Check primary product category:

Electronics	Engine Accessory	Marine Accessory	Kayaks/SUP/Watersports		
Fishing Products	Travel/Resort	Boat Lifts/Docks	Other		
				Subt	total:
				TOTAL D	UE: \$
PAYMENT					
CREDIT CARDS: (Plea	ase check one)	Visa	Master Card	Discover	American Express
Card #:		Expiration Date:	Security Code:		

CHECK: Please make check payable to Norfolk Festevents, Ltd.

I authorize Norfolk Festevents, Ltd. to process the 25% of total due deposit on the date the application is received, 50% processed on 6/1/2019, and the balance processed on 8/1/2019.

IMPORTANT! Insurance Requirements (Due August 1, 2019). All exhibiting companies must provide Norfolk Festevents, Ltd. with a certificate of insurance (See Sample Exhibitor Lease Agreement for all insurance details) for the Norfolk In-Water Boat Show set up and take down period, September 11-17, 2019. I have read and agree to abide by the event rules and regulations in this application and on sample Contract Lease Agreement; Application must be signed or application will not be accepted.

Date:

Signature:

Once signed application and deposit are received, Show Committee will reply with approved requests and final Contract Lease Agreement for signature.

Norfolk In-Water Boat Show Terms, Rules and Regulations

Rules and Regulations related to the allocation of space and show display guidelines have been determined by the Norfolk Festevents' Norfolk In-Water Boat Show Management. Any later additions, corrections or clarifications made by Norfolk Festevents, Ltd. are a binding part of the Exhibitor Contract/Lease Agreement.

1. ADMISSIBLE EXHIBITS

- a. Exhibitor agrees to display only new and used powerboats and marine related products. Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- b. Boats under 26 foot must be displayed on dollies or trailers.
- c. Motorized vehicles are not permitted in Boat Show exhibits without Norfolk Festevents, Ltd.'s written approval.
- d. If copyrighted music is to be played in display, Exhibitor must obtain all necessary licenses.
- e. Exhibitors may not bring the following into the show site: glass bottles, alcoholic beverages, bicycles, pets.
- f. Show Management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application and confirmed in final Contract/Lease Agreement.
- g. Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.
- h. Please refer to the Norfolk In-Water Boat Show Exhibitor and Installation Guidelines for information on the installation, construction and character of exhibits, and price sheet for equipment.

2. LATE ARRIVALS

Exhibitors arriving for set- up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

3. STAFFING OF EXHIBITS

- a. Exhibits must be staffed during all show hours.
- b. Exhibit removal prior to the final day's close of the show is strictly forbidden.
- c. Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

4. DISPLAY CHARACTERISTICS

a. This is an outdoor show, and park lighting may not illuminate all areas evenly and effectively. Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor and Installation Guidelines). Show Management assumes no responsibility for weather or temperature levels at any time during the setup, exhibit, and take down periods.

5. PAYMENT FOR SPACE

- a. Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Norfolk Festevents, Ltd. must also be current.)
- b. Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.
- c. Exhibitors will be subject to on site audits and invoiced for additional square footage accordingly.

6. CANCELLATION AND CUTBACKS

- a. Should the Exhibitor wish to cancel their application or reduce the total amount of requested space (or spaces), Norfolk Festevents will refund all payments received <u>only if written notice of the request for cancellation is received by Norfolk Festevents before the final Contract/Lease</u> <u>Agreement is accepted and countersigned by Norfolk Festevents.</u>
- b. For Exhibitors requesting a space reduction, Norfolk Festevents reserves the right to relocate the exhibit or reconfigure it as determined by Show Management.

7. SUBLEASING

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

8. SALE OF MERCHANDISES

Show Management reserves the right to limit over-the-counter sale of products at the show and/or to designated areas. If Merchandise is to be sold at the show, the Exhibitor agrees to be solely responsible for registering for the Norfolk Business Permit, and collecting and reporting appropriate sales taxes. The final Contract/Lease Agreement will serve as the official Lease with the City of Norfolk for all sales. Exhibitor is responsible to comply with all permit and tax requirements as outlined in the Contract/Lease Agreement.

9. IDEMNIFICATION, INSURANCE, EVENT CANCELLATION, COPYRIGHTS and OTHER IMPORTANT REQUIREMENTS ARE INCLUDED IN THE CONTRACT/LEASE AGREEMENT ATTACHED WHICH BECOMES PART OF THE FINAL AGREEMENT ONCE DEPOSIT AND APPLICATION ARE RECEIVED AND REQUESTS APPROVED.

10. AMENDMENTS

- a. Norfolk Festevents, Ltd and Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- b. Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Norfolk Festevents, Ltd. and Show Management to terminate Norfolk Festevents, Ltd and Show Management's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.
- c. Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the show space.
- 11. This signed Application is considered part of the final Contract/Lease Agreement.



NORFOLK IN-WATER BOAT SHOW CONTRACT/LEASE AGREEMENT

*LESSEE'S/EXHIBITOR'S NAME:Click here to enter text.

COMPANY: Click here to enter text.

ADDRESS:Click here to enter text.

CITY/STATE:Click here to enter text.

TELEPHONE: (DAY)Click here to enter text. (CELL)Click here to enter text.

EMAIL: Click here to enter text.

* NOTE: Please make sure the name on your lease is the same used on your business/corporation license and on every form & application (especially your insurance certificate or policy endorsement.)

Date this lease issued to Lessee for review and signature: Click here to enter a date. Date this lease is due in the Norfolk Festevents, Ltd. Office: Click here to enter a date. Date Lessee sales report due to Norfolk Festevents, Ltd.: <u>10 days after event</u>

* NOTE: *Certificate or policy endorsement of insurance DUE AUGUST 1, 2019.

*Failure to deliver this lease to the Festevents office by the above date will result in automatic cancellation.

*Festevents cannot be responsible for delays in mail.

This Agreement of Lease, made ______ by and between the City of Norfolk, a municipal corporation of the State of Virginia, and Norfolk Festevents, Ltd. hereinafter referred to as "Lessor", and Click here to enter text., hereinafter referred to as "Lessee".

Now, therefore, witnesseth: Lessor and Lessee, for the consideration hereinafter set forth, mutually covenant and agree as set forth, mutually covenant and agree as follows:

1. <u>PROPERTY LEASED:</u>

Lessor agrees to lease to Lessee a portion of an irregular-shaped parcel of City-owned and/or controlled land lying within the boundaries, said portion of said parcel to be designated by Lessor, with ingress and egress to and from same, to be used for the sole purpose of OPERATING AN EXHIBIT or stand thereon, more specifically described below on the following dates:

NORFOLK IN-WATER BOAT SHOW:

SHOW DATES: Friday-Sunday, September 13-15, 2019. INSTALL STARTS Wednesday, September 11, 2019; BREAKDOWN ENDS Monday, September 16, 2019. LOCATION: Town Point Park, Waterside District, Waterside Marina, Norfolk, Va.

* SEE BOAT SHOW INSTALLATION, GUIDELINES AND FOR ARRIVAL, VEHICLE ACCESS, PARKING, AND BREAKDOWN REGULATIONS.

FEE SCHEDULE FOR LEASE BETWEEN CITY OF NORFOLK, VIRGINIA ("LESSOR") AND Click here to enter text.("LESSEE")

* Deposits and payments are due according to the schedule below and are non refundable unless contract is voided before this contract is executed by both parties. If previous event percentages and fees are not current, the lessee will not be permitted to participate in the dates listed in this lease.

TOTAL25% DEPOSIT DUE 4/15/19EXHIBITHampton Roads Dealers for first rights to exclusiveFEEproduct lines.DUE 5/1/19 All Other Dealers	50% DEPOSIT DUE 6/1/19	25% BALANCE DUE 8/1/19
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THE FOLLOWING PRODUCTS HAVE BEEN APPROVED FOR THE EVENT LISTED ABOVE.

Click here to enter text. Click here to enter text.

- * All Exhibits must be completely set-up with equipment and supplies on-site no later than 60 minutes before advertised start of event.
- * Exhibits must be fully operational 15 minutes prior to publicized start of each event.
- * No Exhibit will be permitted to dismantle while event is in progress.

2. <u>VEHICLE REGULATIONS:</u>

- a. No vehicles permitted on-site while event is in progress at any time. In general, all vehicles must leave site no later than 60 minutes prior to start of event and cannot return to site until at least 30 minutes after end of event. See Show Installation instructions for more specific time restrictions.
- b. No vehicle permitted on-site without the proper permit displayed in windshield-police enforced.
- c. No on-site vehicle parking during show permitted.

3. EXHIBIT SALES:

Lessee may charge a fee for the direct sale of products authorized hereunder, and Lessee agrees to pay Norfolk Festevents as rent for said premises:

SEE PAGE 1 FOR A LIST OF ALL FEES AND DUE DATES PAYABLE TO NORFOLK FESTEVENTS. *** NOTE: PAST DUE ACCOUNTS ARE SUBJECT TO 1.5% PER MONTH SERVICE CHARGE (18% PER ANNUM). LATE FEE OF \$50.00 FOR ANY PAYMENTS NOT MADE BY DEADLINE AT END OF BUSINESS DAY. RETURNED CHECK FEE OF \$25.00 APPLIES TO ALL CHECKS RETURNED BY BANK.

In the event legal action is taken for the collection of any past due rents, space fees, or other charges, due and owing under the terms of this Lease, Lessee agrees to pay a reasonable attorney's fee of 1/3 of all sums due and payable and all other reasonable costs of collection in addition to the amounts due under this Lease.

Lessee hereby agrees to permit, upon Demand of Lessor, or its designee, examination of books, supplies, invoices, register tapes, and cash boxes at any time during and after the period of this lease.

4. <u>PRODUCT'S PERMITTED FOR SALE:</u>

Lessee, subject to the exceptions and exclusions set out herein, shall have the privilege, during the term of this agreement, to operate on the premises an Exhibit for the sale of:

SEE PAGE 1 FOR ALL PRODUCT'S APPROVED FOR SHOW

Only those products listed will be permitted as part of Exhibit. No substitute products may be sold without prior written permission from Norfolk Festevents.

Lessee understands and agrees that sponsors reserve the right to promote and distribute complimentary samples and/or premiums.

6. <u>ELECTRICAL INSTRUCTION:</u>

Lessee shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as approved by Norfolk Festevents. No exhibitor is permitted to connect power until authorized on-site by a Festevents representative.

7. <u>LESSEE'S EQUIPMENT:</u>

a. The Lessee shall provide a fully charged and UL approved Fire Extinguisher in any tent or constructed booth used by the Lessee during the hours of operation.

b. All equipment must meet all Virginia Occupational Safety and Health standards.

- c. Lessee is responsible for providing all equipment necessary to their operation including:
- * Counter coverings
- * Booth signage and decorations
- * Power Cables (100 feet minimum)
- * Interior exhibit lights
- * All hand tools and carts for install

See Exhibitor Equipment List for items available for rent.

8. <u>PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:</u>

No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Lessee to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Lessee on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the City of Norfolk.

9. <u>INSURANCE REQUIREMENTS:</u>

Lessee shall, during the term of this lease, maintain a comprehensive public liability insurance policy for personal injury or death, and for property damage occasioned by reason of the operations conducted by Lessee on the leased premises, including products liability, with minimum policy limits of one million dollars (\$1,000,000.00) for bodily injury or death to one or more persons in any one accident or event, and fifty thousand dollars (\$50,000.00) for damage to property resulting from any one accident or event, said policies to include as additional insured the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina, LLC, Norfolk District Associates, LLC. their agents, volunteers, officers and employees as pertains to the insured's participation in Town Point Park and automobile liability insurance in the statutorily required amounts furnishing Lessor evidence of said coverage in the form of a certificate of insurance or a policy endorsement by and with an insurance company licensed to do business in the Commonwealth of Virginia.

In the event a policy endorsement or certificate is not provided as specified herein, the Lessee hereby authorizes the Lessor to terminate this lease without further obligation on its part. It is expressly understood and agreed that the failure of the Lessor to exercise these options will not operate to waive or invalidate any obligation assumed hereunder by the Lessee.

The parties agree that all insurance policies and certificates required by this Agreement shall provide that the policies shall not be altered or canceled without thirty (30) days prior written notice to the City and the Certificate Holder and all certificates shall have the following provision:

The insurance policy or policies referenced on this certificate shall not be altered, canceled or subject to reduction of coverage prior to thirty (30) days after written notice of such alteration, cancellation or reduction of coverage is mailed to the City of Norfolk and the Certificate Holder.

10. INDEMNIFICATION, WAIVER AND DEFENSE:

Lessee, by entering into this Agreement, hereby waives any claim against, and hereby agrees to defend, indemnify, save and hold harmless the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina, LLC, Norfolk District Associates, LLC their agents, volunteers and employees, from and against any and all liability for damages, including attorney's fees, during the time the premises are used or occupied under this Agreement, and against any and all claims of any nature for bodily injury or death to persons or damage to property occasioned by the negligence of the Lessee in connection with the use of the premises by the Lessee, occasioned by the condition of the premises, or resulting from Lessee's violation of any rule, regulation or other provision contained in this Agreement. The Lessee accepts the premises "as is" and assumes all risks incidental to its use and condition.

Lessee shall be responsible for any and all damages to the premises and to the Lessor's property caused by the acts of the Lessee or the Lessee's agents, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees to leave the premises in the same condition as existed on the date possession thereof commenced, ordinary use and wear thereof excepted.

11. EVENT CANCELLATION FOR WEATHER:

In the event inclement weather should cause cancellation of the event, to be determined by Lessor, this Agreement shall be null and void and shall not be binding on either Lessor or Lessee, save and except that as to any such fees or charges that may be collected by Lessee on leased premises during the term hereof, and continued adherence to all regulations. Exhibit fees shall be paid in accordance with page 1 above, with the exception that should an event be completely canceled prior to the start of the event the Exhibit fee will be refunded.

12. LICENSE, PERMITS, TAXES, FEES:

The Lessee shall obtain, at his own cost, City of Norfolk business license and any other license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with Lessee's use of the premises.

13. <u>COPYRIGHT INFRINGEMENT ACTIONS:</u>

Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Lessee agrees to defend, indemnify and save harmless

the City of Norfolk, Norfolk Redevelopment and Housing Authority, Norfolk Festevents, Ltd., Waterside Marina, LLC, Norfolk District Associates, LLC their agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

15. <u>CAUSES FOR LEASE TERMINATION:</u>

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to the Lessor, in the event of any breach or failure to perform by Lessee one or more of the terms and conditions of this Agreement, the Lessor may terminate this agreement by so notifying the Lessee and may refuse to allow the Lessee to take possession of the premises or if Lessee is already in such possession, may stop all activities of Lessee on premises and oust Lessee from the premises. The Lessor, its agents, or employees shall in no way be responsible for the Lessee for carrying out the actions authorized by this paragraph. The waiver by Lessor of any breach of any term contained in this Lease shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

The Lessor reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by the Lessor, its agents or police officers, the Lessee hereby waives any right or claim for damages against the Lessor or any of its agents or employees.

Should the premises be made impractical for use by any cause, the Lessor may, at its discretion, terminate and void this agreement, and the Lessee expressly waives any and all claims for damage or loss of profit or other compensation should this agreement be so terminated.

16. <u>HAZARDOUS MATERIALS AND SITUATIONS:</u>

Lessee agrees not to bring onto the premises of the Lessor any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of the Lessor. The Lessor shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

17. <u>PROHIBITED PRACTICES:</u>

LESSEE AGREES:

- * No staples/nails permitted on tents
- * No food or beverage or consumable products sold or distributed.
- * All signs, tape, attachments, materials, exhibit accessories and decorations must be removed from exhibit space before leaving site
- * No digging holes at any time.
- * No strapping to permanent park fixtures, i.e., benches, trash barrels, light poles and similar items.
- * Compliance with all other provisions of the City Code covering Title IX, Town Point Park, sections 30-237-30-285

18. <u>INSPECTION AND ENTRY:</u>

The Lessor reserves the right to inspect the premises and Lessee's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and lessee's operation at any time and on any occasion without restriction.

19. LESSOR NOT LIABLE FOR LOSS OR DAMAGE:

The Lessor shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Lessee, or Lessee's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Lessor shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Lessee; and the Lessor shall not be held responsible for any loss or damage to such items.

20. <u>NO ASSIGNMENT NOR SUBLEASE:</u>

Lessee shall not assign or sublease the whole or any part of this Agreement nor the premises without the prior written consent of the Lessor.

21. LESSEE'S RESPONSIBILITIES FOR STRUCTURES, DAMAGES, OPERATIONS:

Lessee specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the Lessor, and the Lessee shall be responsible for any damage to the premise and to the Lessor's property caused by such acts of the Lessee or Lessee's agents, employees, patrons, or guests, whether accidental or otherwise. Lessee further agrees that all properties and decorations brought onto premises will be removed immediately following the activity and prior to the expiration date set forth above.

Lessee shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to the Exhibit area. To this end, Lessee will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

22. <u>APPROVAL OF ADVERTISING AND DECORATIONS:</u>

Lessee agrees to have all of its advertising and booth decorations approved by Lessor prior to its release and/or display. Lessee shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than those dictated and allowed by the Lessor.

23. <u>FINANCIAL BOOKS AND RECORDS:</u>

Lessee shall maintain complete and accurate records of its receipts and expenditures made pursuant to this agreement for a period of not less than one year from the last day of the lease term. Lessee agrees to permit Lessor to examine or audit Lessee's financial books and records, including state and federal tax returns, at the option of the Lessor to have the same examined, by a certified public accountant selected and paid for by the Lessor.

24. <u>JUDGEMENT OF LESSOR:</u>

Any matters not herein expressly provided for shall be decided by the judgment of the Lessor, and such decision shall be binding upon the Lessee.

IN WITNESS WHEREOF, the City of Norfolk, as Lessor, has caused this AGREEMENT OF LEASE to be signed in its

name and on its behalf by Douglas L. Smith, its City Manager, pursuant to Section 2-81 of The Code of the City of

Norfolk, Virginia, 1958, and

Click here to enter text.has affixed its signature and seal hereto on behalf of the Lessee.

	(Name of Company)
BY:	
	(Lessee)
	**(Title of Lessee)
	<u>CITY OF NORFOLK</u>
<u>BY:</u>	
	(Lessor) City Manager
Attest:	
City Clerk	
Approved as to form and correctness:	
Deputy City Attorney	
Contents approved:	

Director of Cultural Facilities, Arts and Entertainment

* If Lessee is part of a partnership, indicate "General Partner".

** Title should be one of the following: Owner, Partner, Officer of a Corporation or authorized representatives.





FRIDAY – SUNDAY, SEPTEMBER 13- 15, 2019 DOWNTOWN NORFOLK, VA WATERFRONT WATERSIDE DISTRICT, WATERSIDE MARINA, TOWN POINT PARK

EXHIBITOR EQUIPMENT RENTAL PRICE LIST

TENTS AND TABLES MUST BE ORDERED THROUGH NORFOLK FESTEVENTS

	Quantity	Unit Price	TOTAL
Tents (10' x 10') Includes 4-sided tent wall. Installed on Concrete:		\$ 400	\$
Tents (10' x 10') includes 4-sided tent wall. Installed on Grass:		\$ 315	\$
Tables (6') includes 4-sided plastic skirt (top to ground).		\$ 30	\$
Chairs, Plastic folding.		\$4	\$

\$

TOTAL

The Show Committee will provide contacts for suppliers to provide the following (Exhibitor will be responsible for placing their order directly with supplier):

- Backwall Pipe and Drape
- Sidewall Pipe and Drape
- Interior Lighting (Event hours are 12 noon 7 pm Daily)
- Cocktail Tables
- Bar Stools
- Easels
- Exhibitor ID signage

POWER and CABLE COVERS

Exhibitors are required to provide their own outdoor grade extension cords, splitters, power strips to connect to power source. Based on final location will determine length of cords.

Exhibitor will be billed \$24 per 3' section for standard one channel cable covers, unless Exhibitor provides own cable covers. NOTE: ALL power cords and cables will require cable/cord

covers. Prepared 1-22-19