

1. The NSY nor SHOW are not responsible for loss or damage to any display within the confines of the marina. The owner of any exhibitors is totally responsible for any damage sustained by any boat or by marina property arising out of the operation of his vessel, or the actions of himself or his crew, including oil spills from pumping bilges.

2.. The unauthorized use of any yard or marina equipment, tools or facilities by any crew member, guest or owner is totally forbidden. In the interest of safety, the use of proper footwear is required of all persons within the confines of the yard.

3.. The use of the marina address or telephone numbers for private business purposes without prior arrangement is forbidden.

4.. In the event of a storm watch the NSY and SHOW will instruct the marina to be cleared of all vessels and exhibitors. It is the responsibility of the owner, prior to evacuation time, to make arrangements for safe harbor for his vessel. Should he not move his vessel, Yard, NSY or SHOW personnel will secure it as best they can given the conditions. NSY and SHOW assumes absolutely no responsibility for any damage incurred by any vessel left on its premises caused by windstorm or related weather conditions.

5. In the event that any portion of this Agreement shall be deemed to be in violation of U.S. law or R.I. law, said portion, and said portion only, shall be deemed null and void, and the balance of the Agreement shall be interpreted in accordance with the laws of RI and the laws of the United States.

6..The company does not lend or rent tools or equipment.

7.. The owner shall be responsible for and shall pay any and all reasonable attorney' fees at the trial level, as well as the appellate level, together with any costs and! or other charges incurred by the company in the enforcement of any of the provisions of this Agreement.

8.. Any exhibitor left unattended in the confines of the yard remains the sole, inescapable responsibility of the owner. The yard assumes no liability for any loss or damage arising from any cause other than such work being performed by the yard at that time; and the responsibility for the care, custody and control of the property remains that of the owner unless relinquished to the yard by separate written contract.

9.. **It is the exhibitors responsibility to ensure the yard, NSY or SHOW can reach either himself or an authorized representative at all times. In emergency situations, should the yard not be able to reach the owner or an authorized representative, the owner authorizes the yard to act in what they deem to be his best interests. The owner understands that in this situation the yard, NSY or SHOW assumes no responsibility whatever for any damages from any cause. Further, the owner agrees to be responsible for all charges incurred. .**

10.. **Yard, NSY and SHOW insurance covers only those items of equipment and property actually owned by the Yard and SHOW. Therefore an owner shall keep all his insurance in force while his property is in the yard or on display at the SHOW, and should check with his insurance agent to see if any additional coverage is needed.**

11.. The owner shall name Newport Brokerage Boat Show, LLC as additional insured on the exhibitors insurance policy, proof of such shall be presented to SHOW prior to entrance to the marina. Neither NSY, nor Show, nor their representatives or agents (the "Indemnified Parties") shall be liable or responsible for any injury to Exhibitor, or is employees, guests, or visitors while within the confines of the Exhibit Space, or while any boat (or boarding device thereto) which the Exhibitor has in the water at the Boat show; nor shall they be liable for the loss or damage to any goods from any cause whatsoever while the same are in transit to and from the Boat Show, or while they are located in the Exhibit Space. Exhibitor hereby indemnifies and holds the Indemnified Parties harmless from any and all such claims, liabilities, damages and expenses (including attorneys' fees) arising from the foregoing injuries, losses or damages. The indemnity provisions contained herein shall survive the expiration or earlier termination of this Agreement. Exhibitor shall be responsible at its expense for obtaining general liability insurance with minimum limits of \$1,000,000.00 per occurrence and shall provide a certificate of such insurance not less than 15 days prior to show opening naming NSY and Show as additional insured.

12.. **In summary, the safety of the vessel, including safe conditions for display to the public shall be the sole responsibility of the owner.**

Exhibitor or authorized representative

Date