



**February 17-18, 2024**  
**VanDyk Mortgage Convention Center**  
**Muskegon, Michigan**

### MEET OUR ATTENDEES

We're drawing sail racers who want to grow their knowledge:  
To become certified Judges  
To become certified Race Officers  
To gain sharper knowledge of the Racing Rules of Sailing:  
    both Offshore and Small-Boat Day-Sailing One-Design Racers  
To get trained for Safety at Sea  
To gain confidence as Women Sailors and Racers  
To coordinate Youth and Training Programs to be more effective, lead to open regatta participation, and work together to control costs  
And MORE

### OUR OPPORTUNITY

We're creating the only SAILING FOCUSED event in the Midwest!  
LMSRF is hosting a banquet Saturday night to present awards and raise funds for its famous Grants-in-Aid program featuring a Silent Auction which funds Instructor Training, Clinics, Sailor Championship Participation and much more.  
LMSRF is creating a new awards program to recognize our active sport and organization participants annually.  
Build on your membership in LMSRF to engage personally with our members.

### ABOUT LAKE MICHIGAN SAIL RACING FEDERATION

Lake Michigan Sail Racing Federation is the US Sailing designated Regional Sailing Association for the four states-Wisconsin, Illinois, Indiana and Michigan-surrounding Lake Michigan. The Lake Michigan region is home to nearly 150 sailing clubs and organizations and an estimated 10,000+ sail racers.  
LMSRF is establishing this event to provide education opportunity that has been lost.



Lake Michigan Sail Racing Federation  
1245 West Gull Lake Drive  
Richland, MI 49083  
312.857.6640  
gail@lmsrfmidwinters.org  
www.lmsrf.org

We expect 400+ attendees and with your engagement early, it is expected we could attract more! Sailors have lamented the loss of the former Strictly Sail Show; we're reengaging this market.

THERE IS NO EVENT THAT CAN PUT YOU IN FRONT OF OUR REGION'S SAILORS –

THIS IS IT!

-You'll get listed on our event web site before, during and after the event.  
-Official Midwinters Program – attendees will take it home and refer to it to find you and information on their interests  
[-https://www.lmsrfmidwinters.org/](https://www.lmsrfmidwinters.org/)



## LMSRF MIDWINTERS SPONSORSHIP PROGRAM

### ABOUT LMSRF MIDWINTERS

37,700 sq. ft. of event space  
14 distinct zones—Classrooms and exhibit areas all focused on sailing and sail racing

### **BECOME A SPONSOR TODAY!**

	LMSRF MEMBER	Non-Member
Title Sponsor	\$6,000	Not available
Gold Sponsor	\$3,000	\$3,400
Silver Sponsor	\$1,500	\$1,900

Complimentary move-in and move out included

All rates include FREE:

Wi-fi in public areas  
Event space carpeting  
10' x 10' booth with 6' table and two chairs

**Title Sponsorship** includes:

Table for 8 at Saturday Dinner  
(Your Organization) LMSRF Midwinters titling  
Sponsorship featured on all web site, social and printed items  
Follow up article in March issue of Lake Michigan SuRF (500 words)

**Gold Sponsorship** includes:

Tickets for 4 at Saturday Dinner  
Sponsorship featured on all web site, social and printed items  
Follow up article in March issue of Lake Michigan SuRF (350 words)

**Silver Sponsorship** includes:

Tickets for 2 at Saturday Dinner  
Sponsorship featured on all web site, social and printed items  
Follow up article in March issue of Lake Michigan SuRF (250 words)

Engagement and payments close on January 18, 2024.

Sign up with this great event today!

### SOCIAL MEDIA

<https://www.facebook.com/LakeMichiganSailRacingFederation>

<https://www.facebook.com/groups/LMSRF>

<https://www.instagram.com/lakemichsailracing/>

### EVENT HOURS:

Friday, February 16: 5:00 pm – 9:00 pm  
Saturday, February 17: 8:00 am – 10:00 pm  
Sunday, February 18: 8:00 am – 6:00 pm

### MOVE IN:

Friday, February 16: 12:00 noon – 5:00 pm

### MOVE OUT:

Sunday, February 18: 6:00 pm – 9:00 pm

### YOUR EVENT TEAM:

Gail Turluck  
Manager  
269.998.6353 | [gail@lmsrfmidwinters.org](mailto:gail@lmsrfmidwinters.org)

Larry Taunt  
Commodore  
616.340.8678 | [larry@lmsrfmidwinters.org](mailto:larry@lmsrfmidwinters.org)

Sam Nedeau  
Past Commodore  
847.899.2204 | [sam@lmsrfmidwinters.org](mailto:sam@lmsrfmidwinters.org)



# 2024 LMSRF MIDWINTERS SPONSORSHIP AGREEMENT

## 2024 Lake Michigan Sail Racing Federation Midwinters – A Sailor’s Summit

February 16-18, 2024

VanDyk Mortgage Convention Center  
460 W Western Ave  
Muskegon, Michigan 49440

Sponsoring Company Name: \_\_\_\_\_

Sponsor Representative: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Rep Cell (not shared): \_\_\_\_\_

Email: \_\_\_\_\_

Company Web Site: \_\_\_\_\_

### Sponsorship Desired:

	LMSRF MEMBER	Non-Member
Title Sponsor	<input type="checkbox"/> \$6,000	Not available
Gold Sponsor	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$3,400
Silver Sponsor	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$1,900

### Sponsorship Description

<b>Title Sponsorship</b> includes: Table for 8 at Saturday Dinner (Your Organization) LMSRF Midwinters titling Sponsorship featured on all web site, social and printed items Follow up article in March issue of Lake Michigan SuRF (500 words)	<b>Gold Sponsorship</b> includes: Tickets for 4 at Saturday Dinner Sponsorship featured on all web site, social and printed items Follow up article in March issue of Lake Michigan SuRF (350 words)	<b>Silver Sponsorship</b> includes: Tickets for 2 at Saturday Dinner Sponsorship featured on all web site, social and printed items Follow up article in March issue of Lake Michigan SuRF (250 words)
---	---	--

\*Sponsor must provide a .jpg or .png file of company logo or placement cannot be guaranteed on promised materials.

### METHOD OF PAYMENT (check one)

Check enclosed in US\$ \_\_\_\_\_ Electronic payments here:

Return form to: Lake Michigan Sail Racing Federation  
1245 West Gull Lake Drive  
Richland, MI 49083  
gail@lmsrfmidwinters.org

### SIGN AND DATE BELOW

Representative: \_\_\_\_\_ Print name: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTANCE: Sponsor has read the Terms & Conditions on following page of this Agreement. Sponsor understands that this Agreement shall be legally binding between LMSRF and the Sponsor. Sponsor also understands that any changes in the information in this Agreement must be provided to LMSRF in writing.

## TERMS AND CONDITIONS OF SPONSORSHIP

### 1. AGREEMENT

These terms and conditions of sponsorship (the "Terms and Conditions") are entered into by Lake Michigan Sail Racing Federation "LMSRF" and the sponsor ("Sponsor"), whose name is set forth on the Event Sponsorship Agreement ("Agreement"). Together, the Agreement and these Terms and Conditions (collectively the "Sponsorship Agreement") shall govern the performance of the Sponsor (the "Sponsorship"), as described further in this Sponsorship Agreement.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Agreement. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

LMSRF reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. LMSRF reserves the right to adopt additional regulations and to modify these Terms and Conditions as may be deemed necessary by LMSRF for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

### 2. PAYMENT & CANCELLATION POLICY

Full payment must be received with the Agreement to secure the Sponsorship. Without full payment LMSRF cannot guarantee and will not reserve the Sponsorship for Sponsor. All requests for cancellation of a Sponsorship must be submitted in writing. All paid and guaranteed Sponsorships cancelled in writing (as set forth in the Terms and Conditions) at least ninety (90) days in advance of these Event will receive a fifty percent (50%) refund of the total Sponsorship fee. No refunds or credits will be issued on cancellation requests received less than ninety (90) days prior to the scheduled Event. Sponsorships are non-transferable.

### 3. TERM

The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

### 4. COMPLIANCE

Sponsor agrees to comply with all rules, regulations and policies of LMSRF, as currently in existence and as may be adopted hereafter by LMSRF.

### 5. SPONSORSHIP APPROVAL

All Sponsorship activities and promotions are subject to approval by LMSRF. LMSRF reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which LMSRF determines to be objectionable. In no event shall LMSRF be liable for any expenses incurred as a result of such restriction, prohibition or removal.

### 6. CHOICE OF COMPANY LOGO

Upon Sponsorship Agreement, Sponsor may provide LMSRF with its preferred version of Sponsor logo. LMSRF will utilize said logo in most effective way in collateral production.

### 7. COMPANY RECOGNITION

A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

### 8. SPONSORSHIP MATERIALS

LMSRF retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials used to advertise the Event shall remain the property of LMSRF. If the materials contain a LMSRF logo, the materials must also contain the following: (1) the Date of the Event; (2) the name of the Event; and (3) the LMSRF Event Logo provided by LMSRF specifically for the Event. Under no circumstance can Sponsor use a LMSRF Logo that is not specifically provided in connection with the sponsored Event.

LMSRF hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided LMSRF Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of LMSRF is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the LMSRF Logo inures to the benefit of LMSRF and that Sponsor shall not acquire any rights as a result of this limited license. Any use of LMSRF's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this agreement.

### 9. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the sponsor.

### 10. EXHIBITION

The following applies to LMSRF's LMSRF Midwinters-A Sailor's Summit, only. Sponsors committing to Sponsorships less than or equal to \$25,000 (referred to herein as a "Sponsor-Exhibitor") are required to maintain an exhibit at the Event. Please note that all Sponsor-Exhibitors will have to complete the Exhibit Space Contract, a form of which follows. Please note that all of the terms of the Exhibit Space Contract are incorporated into this Sponsorship Agreement by reference.

If LMSRF terminates this Agreement for any reason, the Exhibit Space Contract will automatically terminate. However, if Sponsor-Exhibitor chooses to terminate this Sponsorship Agreement in accordance with Section 18(b) of this Agreement, at LMSRF's sole discretion, the Sponsor-Exhibitor may be allowed to maintain an exhibit at the Event. LMSRF will notify Sponsor-Exhibitor whether or not it can maintain an exhibit at the Event within five (5) days of receiving Sponsor-Exhibitor notice of termination.

### 11. INDEPENDENT CONTRACTOR

Each party is an independent contractor. This Sponsorship Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Sponsorship Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

### 12. INTELLECTUAL PROPERTY

Subject to the provisions below relating to termination of the Agreement, LMSRF's trademarks, service marks, brand names, logos and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of LMSRF. Sponsor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of LMSRF without LMSRF's prior written consent. LMSRF's use of Sponsor's name and logo pursuant to the Sponsorship does not convey LMSRF's approval, endorsement, certification, or referral of any product or service provided by Sponsor.

### 13. CONFIDENTIALITY

"Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential

Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Sponsorship Agreement, the Receiving Party shall not (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party, or (d) acquire any right in, or assert any lien against the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

### 14. INSURANCE REQUIREMENTS

During the term of this Agreement, Sponsor is required to maintain general liability insurance in the annual aggregate for the acts and omissions of Sponsor.

### 15. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to LMSRF in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on the Sponsor's ability to fulfill its obligations under this Sponsorship Agreement.

### 16. INDEMNIFICATION

Sponsor agrees to indemnify and hold LMSRF, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the "indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

### 17. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for LMSRF, and to the address set forth on the Event Sponsorship Agreement, as supplied by Sponsor. Either party may change its notice address by using this procedure.

### To LMSRF:

Lake Michigan Sail Racing Federation, 1245 W Gull Lake Dr, Richland, MI, 49083, USA

### 18. TERMINATION

- In the event that the Event does not occur, LMSRF will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the event.
- Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to the LMSRF no less than ninety (90) days prior to the Event; provided, however, that Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee and provided further, that upon LMSRF's receipt of such notice of cancellation, LMSRF reserves its right to remove all references to Sponsor from any and all Event materials. In the event that Sponsor fails to provide LMSRF with notice of its intent to terminate the Sponsorship Agreement more than ninety (90) days prior to the Event, LMSRF will not refund the Sponsorship fee provided, however, that Sponsor reserves the right to remove all references to Sponsor from any and all Event materials.
- LMSRF may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor.
- LMSRF may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that LMSRF terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, when terminated by LMSRF without cause, LMSRF shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing notice.

### 19. GOVERNING LAW

This Sponsorship Agreement shall be governed by the laws of the State of Michigan, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Sponsorship Agreement shall lie exclusively in Kalamazoo County, Michigan.

### 20. MISCELLANEOUS

- Amendments to the Sponsorship Agreement. No term of this Sponsorship Agreement may be amended, modified or waived without the express written permission of each party thereto.
- Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LMSRF MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY LMSRF HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.
- Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PART HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SPONSORSHIP AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.
- Force Majeure. LMSRF shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of LMSRF or its suppliers.
- Waiver. No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Sponsorship Agreement or otherwise shall be effective unless in writing.
- Severability. If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.
- Assignability. Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.
- Entire Agreement. This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties hereto.



# 2024 LMSRF MIDWINTERS EXHIBITOR AGREEMENT

## 2024 Lake Michigan Sail Racing Federation Midwinters – A Sailor’s Summit

February 16-18, 2024  
VanDyk Mortgage Convention Center  
460 W Western Ave  
Muskegon, Michigan 49440

Exhibiting Company Name: \_\_\_\_\_  
Exhibitor Representative: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Rep Cell (not shared): \_\_\_\_\_  
Email: \_\_\_\_\_  
Company Web Site: \_\_\_\_\_  
Exhibitor On-site Representative: \_\_\_\_\_  
Exhibitor On-site Representative Email: \_\_\_\_\_

\* In order to receive the LMSRF member space rate, membership must be in good standing including but not limited to dues being paid by November 1, 2023 for 2023 dues and by January 10, 2024 for 2024. Please make all checks payable to LMSRF. All checks must be made in U.S. funds drawn on a U.S. account. A \$35 fee will be added to your account for all returned checks.

### Rate Information

	LMSRF MEMBER	Non-Member
Booth Space (10' x 10')	\$ 600	\$1,000 (includes dues)
Booth Space (20' x 10')	\$1,200	\$1,600 (includes dues)
Booth Space (30' x 10')	\$1,800	\$2,200 (includes dues)
Booth Space (40' x 10')	\$2,400	\$2,800 (includes dues)

### Payment Schedule:

50% Deposit due on 10/01/2023                      50% Final Payment due on 1/8/2024                      Total due: \_\_\_\_\_

What products/services will you be exhibiting? \_\_\_\_\_

Please list brand names: \_\_\_\_\_

We intend to retail "over the counter" at our exhibit.    Yes    No

We prefer to / not to (circle one) exhibit next to the following companies: \_\_\_\_\_

(Every attempt will be made to satisfy your request; preference does not confirm the requests can be satisfied.)

Upon signing below, Exhibitor agrees to be bound by and acknowledges that all terms, conditions and obligations of Exhibitor under this Exhibitor Application for Space (Agreement) shall be binding upon Exhibitor from the date that Exhibitor or its representative executes this Agreement, irrespective of whether Exhibitor has yet received LMSRF's counter signed copy of the Agreement. This binding Agreement includes all the terms on both the face of this application and the Terms, Rules and Regulations on the reverse side of this application including LMSRF's Allocation Procedures and Display Guidelines ("the Terms and Conditions"). The Exhibitor agrees to be bound by all such Terms and Conditions. Any Exhibitor requests for cancellation or cutbacks and any space changes are subject to these Terms and Conditions. By signing and submitting this form to LMSRF, the Exhibitor acknowledges, agrees and consents to receipt of notices from LMSRF and its affiliates by facsimile or electronically, using the contact information set forth on this form. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement or Exhibitor purchase order, now existing or hereafter entered into between Exhibitor and LMSRF, the terms of this Agreement shall prevail.

Your Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
LMSRF Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Questions? Please Contact:

Event Contact: Gail Turluck      PH: 269.998.6353      EMAIL: gail@lmsrfmidwinters.org

## EXHIBITOR TERMS, RULES AND REGULATIONS

These Exhibitor Terms, Rules and Regulations ("rules") are included in, and a part of, the Exhibitor Application/Contract ("Agreement") for exhibit space (including both digital and physical offerings) entered into by exhibitor with the Lake Michigan Sail Racing Federation (referred to herein as "LMSRF") for the event specified therein ("event"). Each exhibitor, on behalf of itself and its employees, officers, directors, agents, and contractors, agrees to abide by these rules and by any amendments or additions hereafter made by LMSRF. LMSRF has the right to adopt additional rules and regulations governing the allocation of space, event display guidelines and other requirements from time to time in its sole discretion (collectively, Additional Rules). The term "LMSRF", as used in these rules, includes any third party retained by LMSRF to manage and/or the event. All rights and authority granted to LMSRF in these rules or the Agreement may be exercised by, or designated to, Informa (or other third party) in LMSRF's sole discretion.

1. Admissible Exhibits. Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product or signage 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 the event. LMSRF reserves the right to determine the eligibility of any company, product, signage, images, footage, or other material for inclusion in the event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to them (including any digital or online space), any product, merchandise, signage, or display material other than that specified in the Agreement. Exhibitor agrees that LMSRF may remove any exhibits or materials that it determines are of a disruptive, objectionable or inappropriate nature. Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decree or other mandatory requirements, including any applicable safety standards that may be issued by the Consumer Product Safety Commission (CPS), and the emission regulations issued by the U.S. EPA.
2. Payment for Space and Other LMSRF Products, Services & Membership Dues. Member rates apply only to space occupied by the member's own products. LMSRF members must be in Good Standing as of contract submission. Good Standing requires 100% of member dues for the current membership year to have been paid, and all space deposits for the event to have been made. "First time members" joining LMSRF must be in Good Standing by 60 days before the event is scheduled to open. Exhibitors who fail to make space payments in accordance with the terms of the Agreement will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund. Any checks marked with or noted as "payment in full" (or similar language) will be cashed and processed by LMSRF provided, however, such notations are null and void and event management reserves the right to pursue exhibitor for all amounts due and owing under the Agreement in the event such payment does not represent full payment of such amounts.
3. Cancellations, Cutbacks & Space Changes. Should exhibitor wish to cancel or terminate the Agreement or modify its exhibit space, it must notify LMSRF in writing and such cutback or cancellation must be confirmed in writing by LMSRF in order to be effective. A cancellation penalty representing all or a portion of the total amount due and owing under the Agreement will be assessed according to the following formula: A contract cancellation penalty representing all or a portion of the total contract price will be assessed according to the following formula: (i) a penalty in the amount of 50% of all amounts owing under the Agreement will be due if the agreement is cancelled 1 day past the first payment deadline (as noted on the front of this agreement); (ii) a penalty in the amount of 100% of the total amount owing under the Agreement will be due if the Agreement is cancelled 1 day past the second payment deadline (as noted on the Agreement). If Exhibitor deposits received to date are in excess of the stated penalty, then Exhibitor will be entitled to a credit for the difference. This credit (i) must be used within 12 months of written notice of cancellation; and (ii) will not be paid in cash. If Exhibitor deposits received to date are less than the stated penalty, Exhibitor must remit a check for any shortfall to LMSRF once the cancellation or cutback has been confirmed. For all exhibitors requesting a space reduction, LMSRF reserves the right to relocate the exhibit or reconfigure it as determined by LMSRF. In the event that event space must be reallocated after Agreements have been accepted and signed, LMSRF has the right to relocate the exhibitor's space.
4. Display Guidelines and Restrictions. See Additional Rules.
5. Late Arrivals & Staffing. Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by LMSRF or, if no alternative is available, will be required to forfeit their event participation rights without refund or credit of any kind due or owing. Exhibits must be set up and staffed during all open event hours.
6. Subleasing. Exhibitors may not sublease their space. Sublease includes renting, sharing, donating or in any way allowing or permitting 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 event.
7. Sale of Merchandise. LMSRF reserves the right to limit over-the-counter sale of products for delivery at the event to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.
8. Event Guide/Use of Materials & Marks. Exhibitor understands and agrees that it (including its name, logo, contact, and other information and materials) will be included in the printed, digital and/or online version(s) of the event guide (collectively, the "Event Guide") and otherwise used by LMSRF in connection with the event. To the extent name badges issued to exhibitor and its employees, contractors, and representatives in connection with the event include photographs of such individuals, exhibitor hereby grants LMSRF (including its contractors, agents, and affiliates) the right to use such images on the Digital Boat Event Platform, in the Event Guide and in other materials relating to the event. Exhibitor represents and warrants that (i) it has the authority to grant the licenses and rights set forth above; (ii) it owns all right, title and interest including, without limitation, all copyright and trademark rights, in and to the materials (including, without limitation, all music, images, footage, recordings and other materials included therein) and the marks or has obtained all rights necessary from the owner of such materials and marks to grant LMSRF the licenses and other rights granted herein; (iii) neither the materials nor the marks infringe, misappropriate, or violate any trademark, copyright, or other intellectual property rights of any third party; (iv) the materials do not include any unlawful, discriminatory, defamatory, sexually explicit, racially objectionable, or otherwise offensive content, images, material, text, or other information; and (v) the materials are true and accurate and do not misrepresent exhibitor or its products or services.
9. Digital Boat Event Platform. All online or digital opportunities and products offered in connection with the event including, without limitation, the online/digital version of the Event Guide, and exhibitor listings (collectively, the "Digital Boat Event Platform") are governed by and subject to these rules and the Additional Rules.
10. Force Majeure. LMSRF shall not be liable for any failure to perform its obligations under the Agreement, these rules or the Additional Rules or for any liability, cost or expense arising out of or in connection with its decision to cancel the event due to circumstances beyond its reasonable control including, without limitation, hurricanes, tornados, fires or other natural disasters, terrorism, riots, sabotage, strikes, labor disputes, war, any act or omission of any government or governmental authority, declarations or orders of government, power failure, computer failure, telecommunications failure, curtailment of transportation facilities, infectious disease, epidemic, or other similar cause or other events beyond its control, including emergency or non-emergency conditions (each a "force majeure" event). In the event LMSRF cancels, postpones, or delays the event or otherwise fails to perform its obligations under the Agreement due to a force majeure event, LMSRF will not be liable or responsible for any damages, losses, fines, fees, penalties, or other expenses incurred by exhibitor in connection with such failure. Notwithstanding the foregoing, in the event the event is cancelled due to a force majeure event or a force majeure event prevents exhibitor's event space from being made available to exhibitor at the start of the event, the Agreement shall terminate and exhibitor hereby waives any claim for property or other damages or compensation except for a pro-rata refund on the amount paid by exhibitor under the Agreement after deduction of expenses and losses incurred by LMSRF in connection with said event and there shall be no further liability on the part of either party.
11. Security. LMSRF and its employees, officers, directors and agents are not and will not be liable or responsible for any theft, loss, or damage of whatever nature, direct or indirect, of an exhibitor's valuables, goods, products or property arising from or in connection with any cause, act or omission whatsoever with the exception of loss or damage caused solely by event management's gross negligence. Exhibitor is solely responsible for the safety and security of its property, valuables, products, and goods. Exhibitor is required to follow and use all of the security arrangements made by LMSRF for property and valuables when the event is not open.
12. Insurance. Exhibitor must maintain the following insurance at all times during the event, including move-in and move-out periods: (i) Worker's compensation and employer's liability insurance covering its employees in the state in which the event is being held, in such amounts and in accordance with the statutes, rules and regulations promulgated by that state's governing authorities; (ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$1,000,000 and endorsed with LMSRF, and other parties, as Additional Insureds; and (iii) exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$500,000 endorsed with Lake Michigan Sail Racing Federation, Inc. and other parties as Additional Insureds. Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, must be furnished to LMSRF no later than 30 days before the scheduled move-in date for the event. Exhibitor understands and agrees that neither LMSRF nor the venue maintain insurance covering the exhibitor's property and it is the exhibitor's sole responsibility to obtain such insurance. Exhibitor waives any rights of subrogation available to exhibitor or its insurance underwriters.
13. Copyrights & Other Intellectual Property Rights. Exhibitor may not play or otherwise publicly perform copyrighted music or other materials absent a valid written license agreement with all rights holders in and to such music or materials. Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, exhibitor's or exhibitor's agents' or employees' incorporation or use during the event of any music, written material, dramatic rights,

inventions, devices, products, images, footage or similar items that are the subject of any copyright, trademark, service mark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless LMSRF's (including its Affiliates, directors, officers, employees, agents, and members) from and against any and all 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 or use, including but not limited to any action brought by ASCAP, BMI, SESAC, Global Music Rights or other licensing organization for playing copyrighted music.

14. Use of LMSRF Trademarks. LMSRF's name and logos, including the name of the event and LMSRF's other trademarks and materials (collectively, "LMSRF Marks") are proprietary and may not be used by exhibitor in its materials, signs, advertising, promotions, product literature, or on its website(s) or social media accounts either inside or outside the exhibit area. This rule applies before, during and after the event, unless LMSRF has approved and agreed to exhibitor's use of the LMSRF Marks in writing. Exhibitor's advertising and marketing of its participation in the event in any medium, including but not limited to on any website(s) or social media account(s) owned or controlled by exhibitor (or elsewhere on the internet) must comply with these rules. If, in the reasonable belief of LMSRF, exhibitor's activities or use of the LMSRF Marks (i) infringe any of the LMSRF Marks; (ii) violate these rules; or (iii) is likely to cause confusion, mislead, or deceive the public or industry as to the source affiliation, connection, or association of LMSRF or the event with exhibitor or its goods, services or other commercial activities, LMSRF reserves the right to cancel exhibitor's space. LMSRF's decision on all such matters will be final. Exhibitor may not, without LMSRF's prior written permission (i) use the LMSRF Marks on its social media accounts or on websites or in domain names, meta tags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords); (ii) take any action to divert web searches away from the official event website or LMSRF's other websites; or (iii) take any action to direct web searches to exhibitor's website, social media or other accounts using the LMSRF Marks.

15. Compliance with Law. Exhibitor agrees that it shall at all times comply with all applicable federal, state and local laws, statutes, regulations, ordinances, and orders including, without limitation, the laws of the United States, Canada, and the European Union applicable to its activities and interactions with event attendees and visitors to event related websites, social media and other applications, including, without limitation, Canada's Anti-Spam Law ("CASL"), the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the California Consumer Privacy Act ("CCPA") and other applicable privacy laws.

16. Americans with Disabilities Act ("ADA"). Exhibitor is responsible for complying with all applicable public accommodations requirements of the ADA including, without limitation: (i) the "readily achievable" removal of physical barriers within Exhibitor's exhibit and exhibit space (to the extent within Exhibitor's control) (e.g., set-up of displays and exhibits in an accessible manner); (ii) the provision of auxiliary aids and services where necessary to ensure effective communication with disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) any modifications to Exhibitor's exhibit and materials required to enable disabled individuals to participate equally in the Exhibitor's exhibit or access its materials.

17. Waiver, Release & Indemnification. Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, hereby agrees to indemnify, hold harmless, defend and reimburse LMSRF, the LMSRF Midwinters, VanDyk Mortgage Convention Center, City of Muskegon, Lake Michigan Sail Racing Federation, Inc., and their respective managers, contractors, directors, officers, employees, agents and members, and each of them (collectively, "Indemnitites"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitites incur or may incur for: (i) any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (a) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of exhibitor (including its directors, officers, employees and agents) in the performance or breach of these rules, the Additional Rules or the Agreement; (ii) the breach by exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to, death or illness of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the exhibitor, or any other person or entity present with the permission, express or implied, of exhibitor of the space, equipment or the event space or hall; (iv) the use of equipment, devices furnished to or used by the exhibitor, or other persons in connection with the event, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of LMSRF (including its employees or contractors). Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, acknowledges exhibiting and attending event increases the risk of its employees, agents and contractors contracting or spreading COVID-19 and hereby agrees to forever indemnify, release and hold LMSRF, including its officers, directors, managers, agents, employees, and other representatives, harmless from any and all claims, actions, or causes of action which Exhibitor (or its employees) may now have, or which may hereafter accrue, whether for personal injury, illness, death, or property damage, whether known or unknown, arising out of or in any way resulting from its participation or attendance at the event, usage of event property or the event venue during the COVID-19 pandemic. EVENT MANAGEMENT'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY EXHIBITOR UNDER THE AGREEMENT. IN NO EVENT SHALL LMSRF BE LIABLE TO EXHIBITOR OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. Applicable Law. The Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Michigan without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than the State of Michigan to be applied. Any disputes arising out of or related in any way to the Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and exhibitor hereby consents to submit to the personal jurisdiction of the courts of the state of Michigan located in the County of Kalamazoo. Exhibitor waives any objection based upon a lack of personal jurisdiction, improper venue, or forum non conveniens. Exhibitor and LMSRF each waive the right to a jury trial in the event of any such litigation. Neither exhibitor nor LMSRF shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of the Agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning the Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against exhibitor by LMSRF for the collection of fees or other sums due LMSRF pursuant to the Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of the Agreement. Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under the Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

19. Enforcement, Interpretation & Revisions. LMSRF has the right, in its sole discretion, to revise, amend, interpret, and enforce these rules, the Additional Rules and the Agreement as well as to make all decisions with respect to the operation and conduct of the event, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors, exhibits and materials permitted at the event or to be used in connection with the event or the Event Guide and the marketing activities of exhibitors with respect to the event. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another exhibitor's booth, or in violation of the rules, Additional Rules or the Agreement will be asked to leave immediately and may be subject to such additional penalties as may be determined by LMSRF in its sole discretion. Exhibitor and its employees, contractors and agents must comply with all rules, policies and regulations adopted by the venue or host of the event, and with all applicable federal, state, municipal and local laws, codes and regulations which affect the event and/or exhibition space. Event management's failure to enforce (or delay in the enforcement of) these rules, the Additional Rules, the Agreement or any right, power, or remedy that LMSRF may have under these rules, the Additional Rules or the Agreement will not impair any right, power or remedy that LMSRF may have under these rules, the Additional Rules or the Agreement or serve as a waiver thereof.

### ADDITIONAL LMSRF MIDWINTERS RULES & REGULATIONS:

- Motorized Vehicles are not permitted in Event exhibits.
- Boat exhibitors may display up to 20% of unused previous model year boats in their display.
- All exhibitors must submit an appropriate certificate of insurance prior to 01/01/2024.
- Due to fire codes, all products, including stairs, must be displayed within exhibit space.
- FHC ACCESS - TOTAL ACCESS: Entire door must be completely clear to nearest aisle in a direct line and completely visible at all times.
- WATER/AIR VALVES ACCESS - LIMITED ACCESS: No impediments or obstructions may be placed within the 42" clearance area which prohibit the column doors from opening quickly and completely (42").
- VanDyk Mortgage Convention Center and LMSRF reserve the right to change any exhibit to maintain compliance with fire regulations and event rules and regulations.
- Exhibitors must abide by all building rules, union guidelines and event rules & regulations during set-up, event days and break down of their display.