



# WELCOME TO NATPE 2012 MARINA APPLICATION

This is not a registration form.

You will receive instructions for online exhibitor registration.

49th Annual NATPE Market & Conference, January 23-25, 2012  
Fontainebleau Resort, Miami Beach

Company Information		
COMPANY		
HEADQUARTERS OR MAIN ADDRESS		
CITY/POST CODE	STATE	COUNTRY
PHONE	FAX	
E-MAIL	URL	

Exhibition Contact (contact information for the person who should receive all NATPE exhibition-related materials for NATPE 2012)		
MEMBER/ EXHIBITION CONTACT NAME		
EXHIBITION CONTACT TITLE		
ADDRESS (IF DIFFERENT FROM ABOVE)		
CITY/POST CODE	STATE	COUNTRY
PHONE	FAX	
E-MAIL	URL	

Type of Company – Please indicate up to three company types (#1 being the primary area of your business )

- |   |  |                                      |          |
|---|--|--------------------------------------|----------|
| A. Advertising/Media Buyer-Planner/Ad Agency        | H. Distributor/Syndicator/Rights Holder                      | N. Libraries/Stock Footage           | 1. _____ |
| B. Association/Foundation/Non-profit                | I. Editing/Post-Production Facilities/<br>Equipment/Location | O. Licensing/Merchandising           | 2. _____ |
| C. Broadcast Network                                | J. Graphics/Special Effects                                  | P. Marketing/Market Research/Ratings |          |
| D. Cable System/MSO/DBS                             | K. Home Entertainment/DVD                                    | Q. Music/Sound/Sound Effects         | 3. _____ |
| E. Cable/Satellite Network                          | L. Independent Producer/Content Producer                     | R. New Media                         |          |
| F. College/University/School                        | M. Internet/ITV/Broadband/Digital/Mobile/VOD/HDTV            | S. Publications                      |          |
| G. Consultant/Professional/Legal/Financial Services |  | T. TV Stations/Group Owners/Reps     |          |

For NATPE Use Only


Company Name \_\_\_\_\_

### 1. MARINA OPTIONS AND FEES

- 2012 Corporate Membership is complimentary as part of your exhibit fee
- All yacht slips include two (2) complimentary registrations
- 4 days (Sunday, January 22 – Wednesday, January 25)

**Yacht Slip *With* Exhibition**

Yacht Length \_\_\_\_\_ X **\$20** Per Ft./Per Day X **4** Days = \_\_\_\_\_ **TOTAL MARINA FEE**

**Yacht Slip *Without* Exhibition**

Yacht Length \_\_\_\_\_ X **\$35** Per Ft./Per Day X **4** Days = \_\_\_\_\_ **TOTAL MARINA FEE (\$9,000 Min)**

**TOTAL FEE SUMMARY \$ \_\_\_\_\_**

**Please Note: All yacht exhibitors are required to have liability insurance, and yacht exhibitors are responsible for charges relating to water and electric.**

Company Name \_\_\_\_\_

## 2. TOTAL FEES SUMMARY

Exhibit space will be reserved with a 50% minimum deposit of exhibit fees due upon submission of signed contract, with full balance due on or before November 4, 2011. Contracts submitted after November 4, 2011 must be paid in full & will be confirmed based upon space availability.

Exhibit Fees		
2a. Exhibit fees total	2a.	
2b. <b>50%</b> Deposit due with SIGNED contract received by November 4, 2011. 100% is due for contracts received after November 4, 2011. <b>***FULL BALANCE DUE NOVEMBER 4, 2011***</b>	2b.	(50% of 2a)
<b>SPECIAL ADVERTISING DISCOUNT</b> (Optional) – Only available with submission of signed exhibition space contract		
2c. <input type="checkbox"/> Full Page 4-color Ad in NATPE Daily (Standard Rate \$4,000) <b>For other sponsorship opportunities please check www.NATPEmarket.com or your NATPE sales representative.</b>	2c.	\$3,500
<b>TOTAL</b>		

## 3. PAYMENT

**All fees shall be paid in U.S. funds drawn on a bank located in the U.S. No refunds after November 4, 2011  
In the event of cancellation with a refund due, NATPE will retain a \$1,000.00 administration fee.**

### CHECKS

Please make payable to NATPE in U.S. dollars drawn on a U.S. bank. There will be a \$35.00 fee for all returned checks.

### WIRE TRANSFERS

- Must include a \$35.00 processing fee in addition to exhibition fees.

**• Your banking institution must use the same Company name listed on your Exhibition Contract as the "Originator" name on your wire:**

• Financial Institution:  
City National Bank  
Head Office Branch  
400 N. Roxbury Drive  
Beverly Hills, CA. 90210

Bank Routing Number: **122016066**  
Name of Account: **NATPE, Inc.**  
Account Number: **113-018887**  
SWIFT: **CINAUS6L**

### CREDIT CARDS

- Type of Card:  VISA  AMEX  MC  Discover
- Credit Card Number: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Name on card: \_\_\_\_\_
- Signature of cardholder: \_\_\_\_\_
- Billing Address: \_\_\_\_\_

**Please note: Checks and wire transfers must be received by Friday, December 16, 2011.  
After that date only Credit Cards or Cashier's Checks will be accepted.**

**Please send completed contract and payment to:  
NATPE, 5757 Wilshire Blvd., Penthouse 10, Los Angeles, CA 90036 or Fax: 310-453-5258 or email: Erin@NATPE.org**

Please accept this application for membership and exhibit space at the 49th Annual NATPE Market & Conference.  
EXHIBITOR HAS READ AND FULLY UNDERSTANDS THAT THIS FORM SHALL BECOME A BINDING CONTRACT UPON NATPE'S ACCEPTANCE AND SHALL BE SUBJECT TO LICENSE AGREEMENT SET FORTH HEREIN.  
EXHIBITOR ALSO ACKNOWLEDGES RECEIPT OF TERMS AND CONDITIONS OF CONTRACT BY THE AFFIXED SIGNATURE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and issued this \_\_\_\_ day of \_\_\_\_\_, 2011, between, National Association of Television Program Executives (NATPE), 5757 Wilshire Blvd, Penthouse 10, Los Angeles, CA 90036 (hereinafter referred to as "Licensor") and \_\_\_\_\_ hereinafter referred to as "Licensee").

- 1. CONSIDERATION AND DESCRIPTION.** In consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration, receipt of which is acknowledged, Licensors hereby grant and convey to Licensee a license to use the assigned dock space for the purposes of exhibiting and entertaining at NATPE 2012 at the marina managed and operated by the Miami Waterfront Investments, Inc. and Fontainebleau Resort situated in Miami-Dade County, Florida for \_\_\_\_ square feet of dock space at \$ \_\_\_\_/sq ft (subject to minimums).
- 2. TERM OF LICENSE.** The license granted herein shall be for use and enjoyment of the Premises by Licensee for the period as set forth below:  
Dates: January 22, 23, 24 and 25, 2012
- 3. PAYMENT SCHEDULE.** 50% due upon receipt of contract. The balance is due by November 4, 2011. If this agreement was entered after November 4, 2011 then 100% is due upon signing the agreement. Licensee's full and timely compliance with the payment schedule set forth is of the essence. NATPE will honor Licensee's request for cancellation only if in writing and will refund monies paid by Licensee to NATPE at the time of NATPE's receipt of such cancellation request received on or before November 4, 2011. In the event of cancellation, NATPE will retain a \$1,000 administrative fee. No refunds after November 4, 2011. If contract is received after November 4, 2011 and space is cancelled, there will be no refund.
- 4. ELIGIBILITY. ASSIGNMENT OF SPACE.** NATPE shall have the sole right to determine the eligibility of any Exhibitor, conference attendee, exhibition or material for inclusion at the Conference, in accordance with its rules and regulations. Licensee acknowledges that, while NATPE will attempt to comply with all of exhibitor's preferences, the location and dimensions of Exhibitor's dock space shall be determined by NATPE in its sole good faith discretion, and such space shall be assigned on an "as available" basis.
- 5. SETUP AND TEARDOWN.** Hours and dates for access to the Marina for delivery, se-up, exhibition and tear-down shall be specified by NATPE in advance of the Conference. Upon the expiration of the license, or its sooner termination as herein provided, Licensee shall peaceably and quietly leave, surrender and deliver possession of the premises to Licensors.
- 6. INGRESS, EGRESS AND MAINTENANCE.** Licensee, its employees, contractors or representatives shall have the right of ingress and egress to the Premises during the period of time specified above for the purpose of constructing, operating, inspecting, maintaining, repairing and exhibiting at the NATPE 2102 Market and Conference. Such ingress and egress shall be limited to such Premises and to existing public roads, if any, on the premises or adjacent thereto. All activities of Licensee shall be limited to the assigned space for the sole purpose of exhibiting or entertaining at the event. This will not interfere with the current operations of NATPE 2012 or the Fontainebleau Resort.
- 7. IMPROVEMENTS BY LICENSEE.** Notification is required to be provided by Licensee, Inc., to Licensors prior to work commencement specifying the nature of the work. Licensee shall, at all times, comply with all laws, regulations, ordinances, etc. regarding all construction, modifications, and agrees to indemnify, defend and hold Licensors, the owners from time to time of the Fontainebleau Resort and its management company harmless for any violations thereof, including without limitation, attorneys fees and costs.
- 8. RIGHTS AND RESTRICTIONS OF LICENSORS.** Licensors shall have the right to full use and enjoyment of the premises except for such us as may unreasonably interfere with the exercise by Licensee of the right granted herein.
- 9. RESTORATION OF PREMISES.** After the completion of the Event and by the expiration date of the event, time being of the essence, Licensee, its employees, representatives or contractors shall remove all equipment and other property placed on the premises and generally restore the surface of the premises as near to its original condition as may be possible.
- 10. COVENANT OF LICENSORS.** Licensors covenants that it is authorized to lease the Premises and has the right, title and capacity to grant the License granted herein.
- 11. EFFECT UPON SUBSEQUENT PARTIES.** This License Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.
- 12. ASSIGNMENT.** This agreement is not assignable by Licensee unless in writing and signed by the Licensors.
- 13. FORCE MAJEURE.** Neither Licensors or Licensee shall be liable, notwithstanding anything to the contrary contained in this Agreement or in any other document, for any failure or delay in performance hereunder which may be due, in whole or in part, to insurrection, epidemic, riot, law act, order, proclamation, decree, regulation, ordinance, or instruction or request of government or other public authorities, interruption or failure or cause beyond the reasonable control in the ordinary course of such parties respectively; provided that the party who is delayed is continuously, diligently and in good faith pursuing resolution of the matter causing the delay. In such case NATPE shall refund the Fees theretofore paid by Licensee; provided that NATPE shall be entitled to retain such part of said fee as shall be required to recompense NATPE for expenses incurred prior to cancellation, and NATPE shall have no other liability to Licensee.
- 14. MODIFICATION AND TERMINATION.** Except as stated otherwise in this Agreement, the Agreement or any of its provisions, conditions, covenants or restrictions may not be modified, extended or terminated without the written consent of both parties, or their respective successors or assigns, in writing.

**15. SEVERABILITY OF VOID PROVISIONS.** If any provision, condition, covenant or other clause, sentence or phrase of this agreement shall become null, void and illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portion shall remain in full force and effect.

**16. NOTICE.** All notices and other communications to be given pursuant to this Agreement shall be in writing and served personally or by registered or certified mail, return receipt requested and postage prepaid, addressed to the Licensors, their successors or assigns at the following addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Rick Feldman, President  
National Association of Television Program Executives  
5757 Wilshire Blvd, Penthouse 10  
Los Angeles, CA 90036

**17. PERMITS.** Licensee will be responsible, at its sole cost, for all necessary State, Federal or Local municipality permits for the production of the event. Any situation beyond dockage such as desired for upland use (e.g.: dockside barbeque or parking vehicles for display, etc) shall be quoted separately and requires the Licensee to obtain the necessary permit(s). Signage is allowed as long as it is permitted by the city ordinance.

**18. INSURANCE.** Licensee must have, in full force during this agreement, combined General Liability and Marine Operators Legal Liability, including Protection and Indemnity coverage with a combined single limit of not less than US\$5,000,000.00 per occurrence. The policy(s) shall name the owner(s) of the Fontainebleau Resort, its Management company, Miami Waterfront Investments, Inc. and NATPE as Additional Insureds. The insurance shall be issued by an Insurance Company licensed to conduct business in the State of Florida, and shall be rated by A.M. Best, A-IX or higher. Licensee shall provide a certificate of insurance to Licensors which shall evidence the obtaining of the foregoing Liability Insurance and which certificate shall provide that the Insurer cannot cancel such insurance without 30 days prior written notice to the Licensors and the Additional Insureds. Additionally, Licensee will maintain Statutory Workers Compensation Insurance for its Employees.

**19. INDEMNITY.** Licensee shall (to survive the termination of this agreement) indemnify, defend and hold harmless Licensors, the owners from time to time of the Fontainebleau Resort and its management company from any costs, expenses, damages and against all claims, demands, loss, damage, liability, lawsuits, causes of action, including judgments and attorney's fees and costs, that may be asserted by anyone due to:

- A. Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to the Premises, including structures, facilities, materials, equipment, tackle, or appurtenances, or to any other property contained in or on the premises or to personal property of others on the premises;
- B. Any personal injury, death or illness arising from the occupancy or use of the premises or facilities, where such injury, or damage is caused, in any part regardless of how slight, by the acts or omissions of Licensee, its agents, servants, invitees or employees;
- C. Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight by Licensee, its agents, servants, invitees or employees;
- D. Any damages or claims arising from the employment of outside contractors as set forth in Paragraph 20 below.

**20. OUTSIDE CONTRACTORS.** No outside contractors are permitted on the Premises without specific written permission of the Licensors. If permission is granted, Licensee warrants that the contractor and/or other personnel will carry a minimum of US\$300,000.00 liability insurance as well as Worker's Compensation insurance and will name the Licensors, the owners from time to time of the Fontainebleau Resort and its management company as a named insured. In addition, the outside contractor and Licensee will both indemnify and hold harmless the Licensors from any and all claims that may arise from the work being performed.

**21. WATER, ELECTRIC, ETC.** Licensors will allow Licensee, to use existing water and electric facilities. Any damages that may incur will be the responsibility of Licensee. Licensee shall pay, when due, all taxes, rates, assessments, charges and other outgoings of every nature and kind whatsoever, including all charges for utility service, which arise during the term of this License. Water is included in the daily fee and \$25/50 amp power cord and \$75/100 amp power cord will apply additionally.

**22. CHARTERS.** Marina clients will not be prohibited from bringing their own vessels for charters or using outside charter brokers. This will pertain to charters originating and/or terminating and/or picking and/or dropping off in the marina.

**23. LIMITATION OF LIABILITY.** Licensee hereby expressly releases NATPE and its consultants, agents, directors, employees, licensees and assigns from any claims for the loss, theft, or damage to Exhibitor's property arising out of the Conference, including loss, theft or damage arising out of the negligence of NATPE or its consultants, agents, directors, employees, licensees and assigns. In no event shall NATPE or its consultants, agents, directors, employees, licensees or assigns be liable to Exhibitor for any consequential commercial damages arising out of any aspect of this Agreement or the Conference. Licensee acknowledges that NATPE, its consultants, agents, directors, employees, licensees and assigns, and the operators of the Fontainebleau Resort, (collectively, "Operator"), do not maintain insurance covering Licensee's property and that it is the sole responsibility of Licensee to obtain business interruption and property damage insurance covering such losses by Licensee.

**24. SECURITY. NATPE** will retain a qualified protection agency to provide security services in the exhibition areas of the Fontainebleau Resort during the Conference. NATPE assumes no liability or other responsibility in connection with the provision of security services by such protection agency or any services furnished by Operator or any third party.

**25. DEFAULT IN OCCUPANCY.** Failure by Exhibitor to occupy its dock space shall not relieve Exhibitor of its obligations hereunder. If such space is not occupied by the time set for completion of installation of exhibits, such space may be occupied and/or used by NATPE for such purposes as it may deem advisable.

**26. SUB-LEASING/SHARING.** Exhibitor shall not sublet, assign or share its exhibit space or any portion thereof without the prior written approval of NATPE, which it may withhold in its sole discretion.

**27. DISPLAY SPECIFICATIONS AND ACTIVITIES.** Exhibitor shall not conduct any activities in aisles or in space other than Exhibitor's exhibit space. Exhibitor's representatives wearing distinctive costumes or carrying banners or signs separately as part of their apparel must remain in Exhibitor's exhibit space. The operation by Exhibitor of games of chance or lottery devices, or the actual or similar pursuit of any recreational pastimes, is permitted only upon written consent of NATPE, which may be withheld for any reason. All sound amplification devices and other sound producing equipment and activities of Exhibitor shall be limited to reasonable volume levels which shall not project beyond the boundaries of Exhibitor's exhibit space or otherwise interfere with Conference activities. NATPE shall have the right to ban or eject Exhibitor from the Conference and/or close Exhibitor's exhibit for failure to comply with any provisions of this Agreement.

**28. BOOTH REPRESENTATIVE.** Exhibitor's booth representatives shall be restricted to Exhibitor's employees. Booth representatives shall at all times wear badges and/or identification by NATPE.

**29. SAMPLES; SOUVENIRS; SALES.** Exhibitor may distribute samples, souvenirs, brochures, etc., only from within Exhibitor's exhibit space. Sales of such items or any other materials shall be prohibited. NATPE shall have the right to prohibit sample distribution or other activities which, in NATPE's judgment, interfere with the Conference.

**30. OTHER MATTERS.** Any matters not specifically covered in the Agreement shall be resolved by NATPE in its sole good faith discretion.

**31. APPLICABLE LAWS, RULES AND REGULATIONS.** Exhibitor shall comply with all applicable laws, rules and regulations of governing authorities (including without limitation all applicable fire regulations), as well as any and all present and future rules, regulations and schedules of which it has notice promulgated by NATPE and/or Operator regarding the planning, construction, maintenance and removal of exhibitions and the occupancy of exhibition areas at the Conference, including the Rules and Regulations as set forth in the Exhibitor's Service Manual and periodical updates. Such rules, regulations and schedules may be amended from time to time by NATPE or Operator, and Exhibitor shall comply with any and all such amendments.

**32. MISCELLANEOUS.** This Agreement is the sole and exclusive binding agreement between the parties hereto, shall replace all other written or oral agreements between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both parties hereto. This Agreement shall be construed under the laws of the State of California applicable to agreements entered into and to be wholly performed therein. The captions included herein are for convenience only and shall have no substantive effect. Any actions or proceedings of whatsoever kind or nature, with respect to or arising out of this Agreement shall, if brought by either party hereto, be instituted and tried only in the federal or state courts located within the State of California and each party hereto waives any right to cause such action or proceedings to be instituted or tried elsewhere. In any such action or proceeding, service of process upon either party hereto may be accomplished by sending such process in the manner specified herein for the giving of notice to such party and such party shall be considered as having consented and submitted to the jurisdiction of the court in which such action or proceeding shall have been instituted.

**33. MUSIC LICENSING AND USE OF COPYRIGHTED OR TRADEMARKED WORKS:** Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Show related activity unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, defend and hold harmless NATPE, the Fontainebleau Resort and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

**34. ADA COMPLIANCE:** The Exhibitor shall have the sole responsibility for ensuring that its exhibit space is in full compliance with the Americans with Disabilities Act and any regulations under the Act. The Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, defend and indemnify NATPE and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

**35. GOVERNING LAW; VENUE:** This Agreement shall be interpreted in accordance with the laws of the State of California and the laws of the United States, and venue shall be solely in the State courts (unless Federal court jurisdiction is exclusive) sitting in Los Angeles, California.

Licensee's failure to timely pay any installment or any other payment required under this Agreement, or failure to timely and promptly perform any obligation under this Agreement, shall be deemed a default and shall afford the Licensors all rights and remedies available at law or in equity, including without limitations, the right to terminate this Agreement and the license granted herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

Exhibitor

\_\_\_\_\_  
Name:

NATPE

\_\_\_\_\_  
Rick Feldman, President