



**Application for  
Exhibit Booth Space  
2019  
BUFFALO  
INTERNATIONAL  
AUTO SHOW**

**February 7-10, 2019 • Buffalo Niagara Convention Center • [www.buffaloautoshow.com](http://www.buffaloautoshow.com)**

**APPLICATION FOR EXHIBIT BOOTH SPACE**

To: Niagara Frontier Automobile  
Dealers Association, Inc.  
1144 Wehrle Drive  
Williamsville, NY 14221  
716-631-8510

\_\_\_\_\_  
(DATE)

**50% due by Nov. 16, 2018. Balance due by Dec. 4, 2018. 10% assessment on open balance after Dec. 4, 2018.**

- **Space will not be assigned until payment in full is received.**
- **Space may be unavailable if requested after Dec. 4, 2018.**

**For Exhibit Booths:**

\_\_\_\_ Foyer - \$1,700 ea.

We hereby make application for \_\_\_\_\_ 8 X 10 booth(s) in the Buffalo Niagara Convention Center.  
\_\_\_\_\_, who will have charge of our space and exhibit in the Show, is authorized to represent us in all matters pertaining to the Show and to our exhibit.

Each Exhibitor who secures space and shares in the allotment thereof must execute this contract for the right to use space allotted to him or it, must deliver said contract together with a check for the cost of maximum amount of space desired.

In the event that this lease agreement is subject to any federal, state or municipal sales, or other tax, now or hereafter enacted, the amount of such tax shall be added to the price above agreed.

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

By: \_\_\_\_\_  
(Print Name) Authorized Signature

Tel. No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**IF PAYING BY CREDIT CARD** (Exhibit Booths only):

Acct# \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Auth/Security Code: \_\_\_\_\_

Zip Code of Billing Address: \_\_\_\_\_

**NIAGARA FRONTIER AUTOMOBILE DEALERS ASSOCIATION, INC.**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**(SIGN LAST PAGE ALSO)**

# CONTRACT FOR EXHIBIT BOOTH DISPLAY SPACE IN THE 2019 BUFFALO AUTO SHOW

The Niagara Frontier Automobile Dealers Association, Inc. hereinafter referred to as: "Sublessor" and for and in consideration of the covenants and agreements herein contained, and the faithful performance by the applicant, hereinafter referred to as "Sublessee" or "Exhibitor", of all such covenants and agreements, hereby grants unto the said applicant, subject to all the provisions hereinafter contained, the right to use space requested on page one, designated by Sublessor on the diagrams of the Automobile Show, for the period commencing 8 A.M. Monday, February 4, 2019 and terminating at 7:00 P.M. Sunday, February 10, 2019.

This agreement is made and entered into upon the following terms, provisions and conditions, which are mutually agreed to by the parties hereto:

**ACCEPTANCE AND PAYMENT FOR SPACE:** In consideration of the Sublessor reserving or assigning space herein applied for, Sublessee hereby covenants and agrees to pay for such reserved or assigned space at the stated price and under the stated terms and conditions. In the case payment is not made by the required date, **the Sublessor shall have the right to assign the space to another applicant, but this shall not relieve the original applicant of the obligation to pay for same except that to the extent the space is assigned to a third party. The amount paid by such third party for the space shall be deducted from the amount owed by Sublessee.**

In case the Show should not be held at the time or place specified herein, it is agreed that Sublessee waives all claims except for such amounts as Sublessee has previously paid for space, less, however, Sublessee's proportionate share of any reasonable and necessary expense incurred by Sublessor.

The terms of the foregoing application for space shall be considered to be incorporated in this agreement and a part thereof, and this agreement shall become binding when the Niagara Frontier Automobile Dealers Association, Inc. has allotted space to the Sublessee.

It is agreed that the signing of this contract obligates and binds the Sublessee, its dealers and agents, to make no other display of motor cars, within 50 miles of the Automobile Show, whatever, during the period of the Automobile Show, February 7, 2019, through Sunday, February 10, 2019 except such displays as may regularly be made at authorized dealer showrooms representing the Sublessee's make of car.

All the rules, regulations and conditions set forth in this contract shall be deemed to be and hereby made a part of this agreement.

## **ALLOCATION OF SPACE:**

**The Management reserves the right to reject any application for space.**

Sublessor reserves the right to request that each manufacturer appropriate space within your assigned area to display a specialty vehicle of choice. This special vehicle will be featured in the auto show marketing plan to promote your display at the 2019 auto show.

No exhibitor shall allow any article to be brought into or any act done on the premises which will violate any of the rules and regulations contained herein, or which will injure or deface any part of the building; **nor permit anything to be done by employees by which the premises shall in any manner be damaged, marred or defaced. Nothing may be attached to walls or other portions of the building.**

This sublease shall be subject to all of the terms, provisions and conditions of a written lease agreement between the Buffalo Niagara Convention Center and the Sublessor.

Exhibitors must comply with all the rules and regulations prescribed by the Management of the Building; of the Sublessor; meet requirements of state and municipal authorities, police and fire departments of the City of Buffalo and obtain at their own expense any necessary permits, licenses or equipment, should any be required for any particular individual displays.

For the convenience and protection of all exhibitors, the Management further reserves the right to designate certain official suppliers in order to assure uniformity of decor for the exhibition, preserve time, insure security and to avoid disputes in the setting up, erecting and dismantling of exhibits. A contract for exhibit space shall constitute acceptance hereof.

The Sublessor expressly reserves the right to exclude, or require removal of, or to physically remove any exhibit which, in its reasonable opinion is not suitable for this Exposition. This reservation includes persons, things, conduct, printed matter, souvenirs, catalogs and all things which will affect the character of the Exposition. Uniformed attendants must be confined to the space occupied by their employers.

The Sublessee agrees to exhibit only **NEW** products of his, its or their own manufacture unless special arrangements are made in writing with the Sublessor. Each Sublessee will be required to show all vehicles described in his or its application, failing to do so, the Sublessor may, at any time after the opening hour, allot any vacant space to the applicant next in order.

**In case the leased space or the premises shall be rendered untenable for any cause whatever, or cannot be occupied, or in case any other circumstances make it impracticable for said space or the premises to be occupied by the said occupant for the uses herein specified, then and thereupon this lease shall terminate and the said applicant shall and does hereby waive claim for damages or compensation should this lease be so terminated. Down payment will be fully refundable. Sublessor will promptly refund amount paid by Sublessee hereunder less Sublessee's proportionate share of reasonable and necessary expenses incurred by Sublessor.**

Exhibit space is for exhibition purposes only. No sales will be permitted.

# RULES AND REGULATIONS

**LIABILITY AND INDEMNIFICATION** – Sublessee hereby agrees to protect machinery, equipment and exhibits so that no injury or damage shall result to the public, visitors' guests, or any person or property. Sublessee further agrees to indemnify, defend and hold harmless the Sublessor from and against any and all claims for damages, suits, costs, and expenses, including attorney's fees, arising in whole or in part from injury or loss or damage sustained by the Sublessor resulting from the acts, omissions, breach or default of Sublessee.

**WORK PERFORMED BY SUBCONTRACTORS OR VENDORS** – Sublessee shall ensure that subcontracts are in place for any work being performed by a subcontractor or vendor and that such subcontracts contain standard insurance procurement and indemnification obligations. A form of such subcontract is attached hereto as Exhibit A. No subcontractor or vendor shall be permitted to commence work or to gain access to the Automobile Show without returning an executed subcontract in the form attached hereto as exhibit A to the Sublessor.

**SHOW HEADQUARTERS** – The office of the Automobile Show will be located at the Niagara Frontier Automobile Dealers Association, Inc., 1144 Wehrle Drive, Williamsville, New York, 14221, telephone (716) 631-8510, Fax: (716) 631-0759 until February 4, 2019. From that date until the close of the show, headquarters will be located at the Buffalo Niagara Convention Center.

**DRESS CODE & CONDUCT FOR TRADE EXHIBITION AREA** – Casual and informal attire will not be permitted. The management reserves the right to ask any exhibition or show personnel to leave the premises for reasons unbecoming to normal business conditions. Consumption of alcohol will not be permitted.

**SHOW HOURS** – The show will be open formally at 10:00 a.m., Thursday, February 7, 2019. Thereafter, the opening and closing times will be designated.

**HEIGHT AND ARRANGEMENT OF EXHIBITS** – To insure easy passage of spectators through exhibits, and to provide an air of spaciousness to the exhibit halls, the following restrictions have been placed on the height and arrangement of displays. The maximum height of passenger car and truck displays shall be at the discretion and approval of the show management, and also all display material exceeding the height of a car or truck must be placed at least 10 feet from outer edge of exhibit space. Management reserves the right to require the Exhibitor to alter, adjust, move or re-locate any element of the Exhibitors display at the Exhibitors expense.

Displays within 10 feet of any aisle in the automobile displays may not exceed the height of an automobile.

Displays within 10 feet of any aisle in the truck displays may not exceed the height of a truck.

**All exhibits must be capable of standing by themselves, and no supporting wires from the ceilings will be permitted.**

Partitions between exhibitors, or displays used as such partitions, may not exceed 4 feet in height.

Maximum height of accessories and equipment at exhibitor booths is 8 feet.

**PRICE INFORMATION ON DISPLAY CARS** – If individual price lists are posted on display cars, such list must show the full manufacturer's suggested list price of the car, including any optional equipment contained on the car so displayed. This price information may either be the "Monroney" sticker, or one of the exhibitor's own design, but must contain the same price information as the "Monroney" sticker.

**CEILING DECORATIONS** – No ceiling decorations will be allowed unless permission is granted by Show Management.

**BARRICADES** – Exhibitors will not be permitted to prevent the flow of spectators through their exhibits by the use of barricades or ropes. Individual cars may be roped off, but not an entire exhibit area.

**ENTERTAINMENT** – Exhibitors will not be permitted to stage live musical shows within their exhibit areas. This restriction prohibits the use of live musicians, singers, and dancers, but does not prohibit the use of models and lecturers to demonstrate product features.

**COPYRIGHTED MUSIC/LICENSING FEES (ASCAP)** – It is hereby mutually agreed that if performances provided for herein are of such a type as to come within the province or jurisdiction of the American Society of Composers, Authors and Publishers and similar licensing agencies, it shall be the obligation of Sublessee to show evidence satisfactory to Sublessor that Sublessee has made payment to the said Society and similar licensing agencies of any and all charges which may be incurred. This may be accomplished either by showing the receipt from the Society and similar licensing agencies that such payment has been made prior to the time of occupancy hereunder or by satisfying Sublessor that Sublessee has an agreement with the said Society and similar licensing agencies covering such charges. In either case such satisfactory evidence must be submitted to Sublessor prior to the time of performance. The Sublessee agrees to defend, indemnify, and hold harmless the NFADA, Buffalo Niagara Convention Center Management Corporation, City of Buffalo, and County of Erie from any liability resulting from the Sublessee's non-compliance with the United States Copyright Laws.

**DEALERSHIP NOMENCLATURE** – There is to be no dealership identification on vehicles, plates or plate frames.

**IDENTIFICATION SIGNS** – Exhibitor identification signs must be placed in a location that will not interfere with a neighboring exhibit, and such signs must not be of such size or density that they will impede the free flow of traffic or become a visual barricade. Neon or other similar signs are not permitted. No ceiling hung signs will be permitted unless permission is granted by Show Management.

**BANNERS AND PENDANTS** – The stringing of advertising banners and pennants is strictly prohibited unless permission is granted by Show Management.

**FLOOR COVERINGS** – The use of carpeting will be designated by the Sublessor, and if used these floor coverings must not be sealed to the floor in such a manner as to injure or deface the floor or be so installed as to be a hazard to public safety or as to endanger the public. Each Exhibitor is responsible for the final condition of the floor in his or its space. Floor coverings other than carpet and rugs may be used only by prior permission of Sublessor.

**MOVING MECHANISMS** – No exhibitor may show mechanisms in operation if they are noisy or objectionable to neighboring exhibitors or Management. All moving mechanisms must be adequately protected by the Exhibitor to prevent injury to spectators.

**TURNTABLES** – Turntable tops may not measure more than 24 inches from the floor. The total height of turntable and objects placed upon it may not exceed 11 feet.

**LUBRICATION SYSTEMS** – Lubrication systems and parts must be so drained or treated that lubricants will not drip onto the floor or otherwise damage the building.

**ELECTRICAL WORK** – All electrical and sign work in connection with exhibits must conform strictly to the rules and regulations of The National Electrical Code and the Buffalo Building Code. Exhibitors desiring special connections in their spaces for the purpose of operating electric motors, or for other uses, shall notify the Electric Management upon acceptance of their space. All such work is subject to supervision and direction by the Electric Management, and shall be paid by the individual Exhibitor. These connections shall be charged for at prices detailed on a special electric order.

**EXHIBIT COMPLETION** – Exhibits must be completed before 3 p.m. on Tuesday, February 5, 2019. Noisy and unsightly work after that hour will be strictly prohibited. Goods received after the opening day must be delivered in exhibitor's spaces before 9 A.M.

**BATTERIES** – Batteries of exhibit vehicles must be, and remain, disconnected. Removal and replacement of batteries of show spectacle cars will be permitted on written order, signed by the official representative of an exhibitor and approved by Management.

**EXITS** – No exhibitor shall in any manner obstruct an exit or aisle at any time.

**GASOLINE** – No gasoline, explosives or other flammable materials will under any circumstances or at any time be allowed in the building. **Fuel in vehicles must be ¼ tank or less!!** Cost associated with removal of fuel will be passed on to the dealer or manufacturer on a per vehicle basis.

**PASSES** – Employees entitled to passes must be designated by Sublessee and approved by Sublessor.

**PICTURE MACHINES** – Picture machines to show manufacturing and similar matters may be used if the machines are self contained, fireproof, acceptable to the Underwriters Laboratories, and city authorities, safe in every detail, quiet, do not interfere with a neighboring exhibitor, do not exceed a height of ten feet, conform to all Ordinances of the City of Buffalo and regulations of Building Management. The machine must be devoted exclusively to the business of the exhibitor, and must bear no obtrusive advertising of the maker, nor shall any reference to the machine appear in pictures displayed. It must be placed so that its projected picture cannot be seen from the aisle and so as not to interfere in any way with the aisle.

**LECTURES** – The chassis, platform or other object for a lecturer must, except where it is physically impossible, be placed towards the rear of the space and in any event six feet away from the aisle. Remarks must be confined to a tone and to statements unobjectionable to the Management. Lecturers and similar features must be so located in car exhibits where crowds are likely to collect will be in the exhibit space and not blocking the aisle. The Niagara Frontier Automobile Dealers Association, Inc. reserves the right to limit the number of employees in attendance and the amount of material that may occupy any space at any one time. The soliciting of business and distribution of literature must be strictly confined to Exhibitor's space.

**SPACE CHANGES** – The space allotted to the Sublessee will be provided as shown by the official diagram, with the exception, however, that the right is reserved by the Niagara Frontier Automobile Dealers Association, Inc. to make any changes which may seem desirable or necessary to it for the general interest of all Exhibitors. Exhibitors may not assign or sublet any part of their space nor allow to be exhibited therein any articles other than those manufactured or sold by them as named in the application.

**WATCHMEN** – The Show Management assumes no responsibility but will provide watchmen, and no other persons will be permitted to enter or remain in the Exhibition Building after closing hours. **Additional dedicated security may be provided and invoiced as requested.**

**DRINKING FOUNTAINS** – Drinking fountains and water coolers other than those permanently installed in the building are not permitted.

**PENALTIES** – Any violation of the terms and conditions of these rules and regulations on the part of any exhibitor which is not cured within twelve (12) hours after written notice of such violation is received by exhibitor will be cause to terminate the agreement to occupy space, and such exhibitor will forfeit to the management all monies which may have been paid. In case of any violation of the terms and conditions of these rules and regulations on the part of Exhibitor which is not cured within twelve (12) hours after written notice of such violation is received by such exhibitor, right is hereby given to the Niagara Frontier Automobile Dealers Association, Inc. to terminate the agreement to occupy space, at its option, and the Niagara Frontier Automobile Dealers Association, Inc. may re-enter and take possession of the space occupied by the Exhibitor, and remove all persons and goods at the Exhibitor's own risk, without liability of the Niagara Frontier Automobile Dealers Association, Inc. therefor.

Any matters not covered by these rules are subject to the sole yet reasonable discretion of the Sublessor.

This agreement shall bind the parties hereto, their successors, heirs, executors and administrators and assigns.

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*(Sublessee)*

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*(For Signature of Officers of Company)*

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*(Print Name)*

**Niagara Frontier Automobile Dealers Association, Inc.**

By: \_\_\_\_\_