2027 BUFFALO AUTO SHOW – FEBRUARY 4TH - FEBRUARY 7TH

SUBCONTRACTOR AGREEMENT (EXHIBIT A)

(THIS MUST BE COMPLETED BY ANY SUBCONTRACTOR YOU ENGAGE AND RETURNED TO THE NFADA – PRODUCERS OF THE BUFFALO AUTO SHOW)

(Dealer / Line Group / Manufacturer) _____& NFADA requires that prior to the commencement of any work, all contractors shall provide a Certificate of Insurance evidencing that liability insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and show (dealer / line group / manufacturer & NFADA) _____as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage limits of insurance, policy numbers and policy effective and expiration dates.

A. Commercial General Liability: Contractor and subcontractors shall provide coverage for the named insured's premises & operations, products-completed operations, blanket contractual liability and broad form property damage on an Occurrence basis. General Aggregate must apply separately to each project. Limits expressed shall be no less than:

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Per Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Fire Damage Liability	$ 100,000
Medical Payment (per person)	$ 5,000

(dealer / line group / manufacturer) _____ & NFADA shall be named as Additional Insured on **ISO Form CG 20 10 11-85 edition or its equivalent** to provide completed operations for the Additional Insured. Such coverage shall apply on a Primary & Non Contributory basis and be indicated as such on the submitted Certificate of Insurance.

B. Any policies effected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against (dealer / line group / manufacturer) _____& NFADA and all other indemnities named in the Contract.

C. Should the Subcontractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million ($1,000,000.00) Dollars per occurrence and Two Million ($2,000,000) for the General Aggregate and Products-Completed Operations Aggregate respectively, with said General Aggregate limits applicable on a per project basis.

D. Automobile Liability:

Business Auto Liability insurance, covering the use of all owned, hired or non-owned autos for Bodily Injury and Property Damage with a Combined Single Limit of $1,000,000 per Accident. Required limits may be satisfied by a combination of a primary policy and an excess/umbrella policy.

E. Workers Compensation & Employers Liability:

Contractors and subcontractors shall provide Workers Compensation insurance as required by statute to cover claims for injury or illness to their employees and those who may be eligible under the Act. Exclusions for proprietors, partners, members of limited liability companies or executive officers will not be permitted.

Workers Compensation:	Statutory
Employers Liability:	
Bodily Injury by Accident (per Accident)	$100,000
Bodily Injury by Disease (Policy Limit)	$500,000
Bodily Injury by Disease (Per Employee)	$100,000

F. Umbrella/Excess Liability:

Commercial Umbrella or excess liability for a limit of at least $1,000,000 Per Occurrence with a $1,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. Coverage must apply on a primary & noncontributory basis.

G. Indemnification & Defense:

To the fullest extent permitted by law and in compliance with New York General Obligations Law 5-322.1, contractors and their subcontractors will indemnify, defend and hold harmless (dealer / line group / manufacturer) _____ their officers, directors, partners, representatives, agents and employees as well as NFADA from and against any claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Subcontractor, its officers, directors, agents, employees and subcontractors, directly in connection with the performance of any work by or for Subcontractor, except these claims, suits, liens, judgments, damages, losses and expenses caused by the sole negligence of (dealer / line group / manufacturer) _____.

Subcontractor will defend and bear all costs of defending any actions or proceedings brought against (dealer / line group / manufacturer) _____its officers, directors, agents and employees and NFADA, arising in whole or in part out of any such acts, omissions, breach or default as a result of the work performed by the subcontractor.

This indemnification agreement contemplates partial indemnification which is also known as contractual contribution and that partial indemnification is agreed to by the parties to the full extent of non-negligent liability of any of the indemnities.

_____ _____

Dealer / Line Group / Manufacturer Representative (Signature & Date)

Subcontractor (Signature & Date)

_____ _____

(Print name and title)

(Print name and title)