



ALBANY AUTO SHOW EXHIBITOR CONTRACT 2018

In consideration of the provision of exhibit space at the 2018 Albany Auto Show, according to the terms of the Application and this Contract, the Exhibitor (_____) and Promoter (ENYCAR, Inc.) agree as follows:

1. EXHIBITOR SPACE

TABLE BOOTH SET UP: Space shall include an approximate 8' x 10' booth with a skirted 6' table, 8' backdrop and 3' sides, an Exhibitor identification sign and two chairs, provided by Promoter.

VEHICLE BOOTH SET UP: Space shall include approximately a 10' x 20' space for one vehicle or accessories, a skirted 6' table, two chairs, and an Exhibitor identification sign or table top sign, provided by Promoter.

MANUFACTURER VEHICLE SPACE: Space size as specified in space application as approved by the Promoter. Also includes a 6' skirted table, Manufacturer banner, and an exterior vehicle cleaning service each day (can opt out of this added service), if such service is provided, once the vehicle is set up and initially cleaned at move-in by the dealer, provided by the Promoter.

2. EXHIBITOR PAYMENT AND CONTRACT:

A signed contract must be received by the Promoter no less than 90 days prior to the move in date for the show unless otherwise expressly permitted by the Show Promoter in writing, and payment must be received in full, within 30 days of receipt of invoice. The Team Captain will be billed for and the dealership will be responsible for full payment, unless signed additional payor agreements for the alternate or additional payors are provided to the Show Promoter with the application for division of the bill. Cancellations within 90 days of the event are non-refundable. Space confirmations are based upon approval by the Trade Show Committee and they reserve the right to limit the number and type of Exhibitors, based on available space, product, or service offered and how it will enhance the show, and past history/references. Within 60 days of the show, contracts must be accompanied by payment in full, and if committing to space within 30 days of the show, payment must be by cash or money order, prior to move-in.

Every Manufacturer's Team Captain or authorized representative must sign a space Application and Contract, which includes a financial commitment on their dealership's, the participating dealerships' or the Manufacturer's behalf. For billing purposes, a show bill can be divided and billed directly to the participants or the Manufacturer, but ENYCAR must be notified and an Additional Payor Agreement must be signed by all parties. When the financial commitment forms are signed and provided to ENYCAR, this relieves the Team Captain's dealership of having full responsibility for payment in cases where another payor is involved. Vehicle booth and other booth Exhibitors, other than dealerships or Manufacturers, must also sign this Contract.

3. SHOW OPERATIONS/MOVE-IN/MOVE-OUT

Exhibitors must adhere to all show rules and security procedures during move-in, show hours and move-out. Any violations of these rules can result in a vehicle not being allowed into the show or taken out of the show, with no refunds (e.g. a vehicle enters with more than a ¼ tank of gas).

All Exhibitors must have staff, exhibits and materials ready at the opening of the show, maintained and kept intact until the end of the show, and not interfere with or block other Exhibitors or the show walkways.

All Exhibitors are responsible for any applicable parking fees associated with the show.

All exhibit space must be staffed during ALL show hours, unless other arrangements have been made by the Show Promoter, in writing. Allocated space or locations will be jeopardized in the future if areas are not manned during all hours of the show. Dismantling or removal of displays or exhibits is not permitted prior to the announced closing time on the final day of the show, and penalties fees of \$250, as well as loss of space

priority in future shows, will result from any attempt to take down a display or exhibit before the official close of the show. Vehicles shall be unlocked and open for viewing during all show hours, and the Promoter reserves the right to unlock any vehicles left locked during show hours. Specialty or concept vehicles may be stanchioned off at Exhibitor expense, or otherwise clearly identified as not able to view the interior without the assistance of show staff, with permission of the Promoter. If not stanchioned or otherwise so identified, all vehicles shall be opened for consumers to view.

Exhibitors are responsible for cooperating with the Promoter during all hours of the show. The Promoter reserves the right to change any rule or regulation accordingly in the best interest of the show, or as required by law or the facility.

Exhibitors are prohibited from recording or videotaping any portion of the show without first having received written pre-approval from ENYCAR and the facility.

No subletting of Exhibitor space is permitted without prior written approval of The Promoter, which may be withheld for any reason. Subletting or reassigning of space is usually only permitted for charitable groups associated with the Exhibitor.

Storage at the facility, and movement into or out of storage, is at the Exhibitor's own risk.

Labor charges will apply if show staff or facility is required to move displays, disconnect batteries, move vehicles, or provide other labor within the Exhibitor's space to comply with the show rules or address any safety issues.

4. LOCAL, STATE AND FEDERAL COMPLIANCE:

Exhibitors shall comply with all local, state and federal laws in effect during the show, including the posting of any required licenses, permits, or sales tax certificates, and shall comply with any regulations or restrictions from the show facility.

5. SECURITY:

ENYCAR will provide limited security for the show, although it will not assume any responsibility for loss, theft, or damage to exhibits or materials. Any insurance for exhibits or materials is the full responsibility of the Exhibitor. Additional overnight security can be contracted through the facility at an Exhibitor's expense. Stanchions or other deterrents can also be rented from the show's decorator, but are not monitored by show staff.

6. LIABILITY:

Exhibitor agrees to indemnify, defend and hold harmless the Eastern New York Coalition of Automotive Retailers, Inc. (ENYCAR), its employees, officers, directors, agents and show staff, SMG and the Times Union Center and their respective officers, directors, agents and employees, against any claims, suits, expenses, or losses as a result of actions of any kind connected with the auto show, including, but not limited to negligent acts, errors or omissions or willful misconduct of Exhibitors, dealership employees or agents, or Exhibitor employees or agents, that result in injury or death to persons or damage to property during the event, including the moving in and moving out. ENYCAR assumes no liability or responsibility for any loss, theft, or damage. It is the Exhibitors' responsibility to provide their own insurance coverage for vehicles, exhibits, displays and materials, employees, agents and other property. Exhibitor shall, at its own expense and as a material part of this Agreement, obtain adequate insurance to cover its exhibit against damage and loss, and liability insurance against injury or death to persons and damage to the property of others, and liability pursuant to this provision shall not be limited by the amount of any insurance coverage so required. This insurance shall name ENYCAR, Inc. and the relevant venue (The Times Union Center and SMG) as additional insureds for the period of move in through move out, and shall provide the Promoter with a certificate prior to move in.

7. SHOW CANCELLATION:

In the event of a show cancellation by the Promoter or the Facility Management, Promoter will have no liability to Exhibitors beyond the prorated return of all deposits or payments after deduction for reasonable expenses, and the Promoter shall assume no liability for early closings or cancellations due to weather, labor activity, boycotts, terrorism, unannounced facility closings, bankruptcy, or other acts beyond the control of the Promoter or the Facility.

8. PUBLICITY:

By participating in the show, all Exhibitors agree to Promoter’s use of photos, videotapes, etc. of exhibit space and Exhibitor staff for promotional and informational purposes for the current show and future advertising.

9. MOVE-OUT

If portions of the exhibition area are not vacated by Exhibitor at the end the show, Promoter is authorized to remove from said area, at the expense of Exhibitor, property of any kind or description which may be then occupying any part of the exhibition area. Promoter shall not be liable for any damages or loss which may be sustained by reason of such removal and Promoter shall be expressly released from any and all claims for damages, expenses or costs of any kind.

THIS IS A NON-SELLING EVENT AND THE DEPARTMENT OF MOTOR VEHICLES REQUIRES THAT ALL VEHICLE CONTRACTS AND DEALS BE NEGOTIATED AND SIGNED AT THE DEALERSHIP LOCATION. DEPOSITS SHOULD NOT BE ACCEPTED AT THE SHOW LOCATION. (Note that “off-premise sales” require a permit and the 3-day cancellation rule would be in effect for an “off-premise sale.”)

Team Captains and vehicle Exhibitors must make arrangements to have all vehicles removed immediately following the close of the show and/or in accordance with Promoter’s move-out instructions. Any vehicles left at the show facility will be removed at the owner’s expense and/or could be subject to excess parking costs.

There will be a minimum charge of \$50 per vehicle, per hour, for staffing expenses for any Exhibitor who is not ready to move vehicles or displays out by time designated by the Promoter. This includes having drivers, keys and tools for reconnecting batteries. Vehicles that are not removed in a timely fashion will be moved to a parking lot at the Exhibitor’s expense and the Promoter will not be responsible for any tickets, parking, or towing fees.

10. PENALTIES

Any violation by the Exhibitor of the terms and conditions of this Contract or show rules as attached and incorporated herein will be cause for termination of the contract to occupy space, and any monies paid or owed for such space shall be forfeit by the Exhibitor.

11. SUCCESSORS AND ASSIGNS

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

Signature of Team Captain/Exhibitor/Authorized Representative

Date

Print Name and Address

Promoter Representative/Auto Show Manager Signature

Date

ENYCAR, 4 Pine West Plaza, Albany, NY 12205; 518-452-0584; kim@enycar.org

ENYCAR AUTO SHOW EXHIBITOR
RULES AND REGULATIONS (Must be initialed by the Exhibitor)

IN CONSIDERATION OF THE PROVISION OF EXHIBIT SPACE TO THE EXHIBITOR BY THE PROMOTER (ENYCAR, INC.) FOR THE AGREED FEES, FOR THE AUTO SHOW INDICATED, EXHIBITOR AGREES TO FOLLOW AND ABIDE BY THE FOLLOWING SHOW RULES AND REGULATIONS, AND FURTHER AGREES THAT THESE RULES AND REGULATIONS ARE INCORPORATED BY REFERENCE INTO THE CONTRACT FOR THE SHOW.

MOVE-IN

For special vehicle or display installation and transportation, please make prior plans with your exposition company and contact the show decorator. The show facility will not accept any on-site deliveries, allow any crate storage or provide labor.

Exhibitors must adhere to all show schedules, including move-in and out times, unless prior arrangements have been made with the Promoter.

Exhibitors must check in with show staff upon move-in to review their space and ensure that the exhibits are properly set up for the show. Each Exhibitor is also responsible for checking with ENYCAR staff after set up and prior to leaving the move-in.

SHOW OPERATIONS

There is a location fee to be paid to the facility for any commercial video, still photography or commercial advertising production at the facility before, during or after the show. Penalties will apply if this is done without pre-approval.

There is an available storage room for a limited amount of show materials, such as brochures, computer equipment, etc. This area cannot be used for storing any display crates or larger materials. Arrangements for this limited storage must be made prior to the show with ENYCAR. Storage of larger items may be arranged with the show decorator at an additional charge. The key for the storage room can be obtained at the ENYCAR information booth. The Promoter is not responsible for any items stored, and all items remain the sole responsibility of the Exhibitor at all times. Storage, and movement into or out of storage, is at the Exhibitor's own risk and may be shared by more than one exhibitor.

There is absolutely no smoking or consumption of alcoholic beverages allowed in any area associated with Auto Show use by Exhibitors or show staff.

SPACE RESTRICTIONS

All exhibits must be capable of standing by themselves, and no supporting wires from the ceiling will be permitted. Displays or other Manufacturer items cannot block another Exhibitor's area or block any walkway, exit, doorway or elevator entrance.

All Exhibitor materials (including drapes, curtains, decorations, tablecloths, etc.) and displays (woodwork, paneling, etc.) must be flame retardant or have a fire retardant coating.

No flammable or combustible liquids, or other hazardous substances are permitted.

The distribution of promotional materials is limited to the Exhibitor's space and business as approved, and in Manufacturer displays, must represent the Manufacturer. Dealership materials, such as business cards, plate frames and giveaways may only be personally distributed by dealership staff working the show, and are not permitted on vehicles or tables for display.

Partitions between Exhibitors or displays used as partitions may not block the visual site of another Exhibitor.

Consistent walkways must be maintained throughout the show. In addition, the walkway must also be maintained from floor to ceiling. Exhibits cannot be placed in front of any glass doors, within 15 feet of stairs, or 15 feet of entrances, and cannot block any doorways, stairs, elevator entrances or fire exits.

Additional carpeting can be used in Exhibitor areas, but must lay flat and not create a trip hazard.

FOOD SERVICES: No substantial food products can be distributed or brought in to the auto show facility, unless they are purchased through the facility's food provider, unless there is no food available. Food is available for purchase at the facility's discretion.

ADDITIONAL SERVICES: All Exhibitors are responsible for the costs and contracts associated with additional show services, such as labor, phone service, drayage, etc. These services can be contracted through either the show's service contractor, Clifton Park Convention Services, or the show facility itself.

CLEANING: ENYCAR will provide general, daily housekeeping for the show (as provided by the facility), although Exhibitors are responsible for keeping their Exhibitor space clean and in an orderly manner.

DRAWINGS & GIVEAWAYS: Any kind of drawing, contest, or giveaway held by an Exhibitor must be pre-approved by ENYCAR, adhere to any local, state or federal laws or regulations, display a complete list of the rules and regulations, and have the name, address and phone number clearly posted of the business conducting the contest, drawing, or giveaway.

CANVASSING/DISBURSEMENT OF MATERIALS: No canvassing, soliciting, entertaining, or distribution of literature or other materials will be permitted in any other place than the assigned exhibit space. The Promoter will not permit non-Exhibitors to canvas, solicit, hold conferences or distribute literature or other promotional devices by any means.

SIGNAGE: All Exhibitor signage must be of professional quality. The Promoter may, in its sole discretion, remove any sign that is deemed to be in conflict with show policy, or deemed to be unprofessional in appearance or inaccurate or misleading to the public. Any advertising on display (price, terms, etc.) must adhere to state and federal laws and regulations.

SOUND: The operation of sound equipment of any kind is subject to prior written consent of The Promoter, which may be withheld if it is deemed, in The Promoter's sole discretion, to interfere with other exhibits or be in conflict with show policy. The Promoter reserves the right to require reduced volume levels of any sound equipment or P.A. system, or to remove the equipment, even if previously consented to, if it is deemed to be interfering with another exhibit space, or is being used in conflict with show policy.

MOVE-OUT

Exhibitors must remove all portions of their exhibit immediately following the move-out of the vehicles.

MOVE-IN/DURING SHOW

Each Exhibitor is allowed to include one "Manufacturer-certified, pre-owned vehicle" in the show (within their space allocation), which must be clearly marked as such.

All vehicles will enter and exit from the designated area only and must remain in place for the duration of the show.

All drivers must carry picture identification and all vehicles are subject to search.

Vehicles must enter with and maintain **less than 1/4 tank of gas or 5 gallons of fuel, whichever is less.** There will be a minimum charge of \$50 per vehicle for any vehicle that shows up with more than ¼ tank of gas and

ENYCAR will not guarantee re-entry if a vehicle must be pulled from the move-in schedule in order to use up fuel, and there is no refund available for the space.

After vehicle entry and placement, every vehicle's battery must be disconnected, the cable taped to avoid contact and the hood left open for a fire safety officer to inspect. Exhibitors are responsible for bringing their own tools to do this. Labor charges will apply if the Exhibitor fails to do this.

Fire safety officials will be present for the duration of move-in, and may be present at any time during the show, to ensure compliance with fire safety rules.

All gas caps must be either locked or taped.

An extra set of keys for every vehicle will be collected from the first driver of each Manufacturer during move-in. If the only sets available are the ones in the vehicles, a driver's license will be collected and returned upon receipt of all car keys for that Manufacturer.

All show vehicles, with the exception of specialty or concept vehicles that have been stanchioned off or identified as unavailable for interior viewing, with Promoter permission, will be opened at the start of each day of the show, and will remain open until show closing, even if Exhibitor staff are not present. This provides consumers the "show" they attend for - to see the vehicles, inside and out. Keys to the vehicles may be obtained for temporary use from the Show Information Booth during show hours. A driver's license or something of equivalent value will be held until all the keys are returned.

VEHICLE CLEANING: ENYCAR may provide general maintenance of exterior vehicle appearance during the show, but all vehicles must enter the show in proper, clean condition and/or be detailed by the Exhibitor for the start of the show. Exhibitor may waive exterior vehicle maintenance of appearance if the Exhibitor desires to maintain its own vehicles, but there will be no deduction in exhibit space fees.

VEHICLE MOVE OUT

Each dealership and Exhibitor vehicle company must report to the show information booth 30-45 minutes before move-out to sign for and obtain their keys. They must also leave an emergency phone number for the completion of the move out in the event of any problems. Exhibitors are not permitted to open or operate facility vehicle exit doorways. Vehicles are not permitted to be driven within the facility or out of the facility without permission of the Promoter.

Exhibitor Initials

ADDITIONAL RULES AND REQUIREMENTS FOR THE TIMES UNION CENTER FACILITY:

Exhibitor booths have a draped background.

Vehicle space- It is up to each Exhibitor to decide the number of vehicles, display items and attractions to include in their display area. We recommend that approximately 200-300 square feet be allotted per vehicle to allow enough room to open all doors and walk around each vehicle.

Carpet is included in all Exhibitor space, unless an Exhibitor declines the use of carpet, which must be communicated to ENYCAR at least 30 days prior to the event.

Helium balloons are not allowed at all in the Arena.

Ceiling and Door Restrictions:

Arena Floor: Displays (including the transport crate) or vehicles must fit through the Arena Back entrance – 20’ wide x 14’ high
Ceiling restrictions: 25’ high limit

Exhibition

Hall: Displays (including the transport crate) or vehicles must fit through the Exhibition Hall tower opening – the clearance for vehicles in the exhibit hall is 7.5’ wide x 9’4” high.
Ceiling restrictions: 11’ 3” (outside edge of ex. hall) & 9’ 4” (inside edge of the hall under the seats of the Arena); some areas have 20’ ceiling on inside of space (must get through 9’ 4” space first, before access to taller space).

Concourse

Level: **Vehicle Move-in – The ramp or alleyway to enter the concourse from the parking garage is 8’5” wide and all concourse vehicles must be able to get through this to display in the show.**
Displays (including the transport crate) or vehicles must fit through the Parking garage – 6’ 4” high and Quad 3 doors – 10’ 6” wide x 7’ 9” high
Displays may also be transported through the freight elevator – 12’ deep, 8’ wide x 7’ 9” high
Ceiling restrictions: 20’, except in the 2 areas located directly adjacent to the stairs leading up and down from the Arena (12’ 6’ there)

Atrium: There is a Walkway from the lower level Box Office to the front atrium that can be used to move vehicles into the front atrium (3 or 4 can easily fit on atrium): 7’7” wide x 9’ high

Exhibitor Initials

**For more information, contact Kim Perrella at 518-452-0584, ext. 202
or kim@enycar.org.**