



## NIADA EXPO 2016 OFFICIAL RULES AND CONDITIONS OF CONTRACT

The following constitutes as part of the Application/Contract for Exhibit Space. REVIEW CAREFULLY. Each exhibiting company is responsible for informing all booth personnel of these rules. You must review these rules and conditions before booking your booth space.

**ELIGIBILITY.** Members of the National Independent Automobile Dealers Association who are engaged in offering services for sale are eligible to apply for exhibit space. In addition, companies who are not members of NIADA but who are engaged in offering services for sale are eligible to apply for exhibit space. NIADA reserves the right to determine the eligibility of any company or product for inclusion in the trade show exhibition and to reject any application at will and without cause. Exhibitors **MUST** be selling a product which would benefit or are related to the used vehicle industry. If an exhibitor falsely represents themselves or their services as being related to the used vehicle industry and we discover your company is not, we reserve the right to expel you from the exhibit hall without refund.

**CONTRACT FOR SPACE.** By submitting an application for exhibit space, the applicant warrants his authority to bind the exhibiting company and releases the National Independent Automobile Dealers Association and its agents from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participating in this exposition. Acceptance of an application does not imply endorsement by NIADA of the applicant's products, nor does rejection imply lack of merit of product or manufacturer.

The cost of exhibit space per booth includes the right to occupy the specified space on the exhibit floor, an 8' high back drape the length of the contracted space, 3' high side rail drapes at each end of the contracted space and one 7"x44" sign identifying the company name (excludes 20'x20' and higher spaces).

This application for space, when accepted by NIADA with notice of space assignment, constitutes a contract for the right to use the space. Final payment must be received two weeks after the initial booth registration. If final payment is not received, NIADA reserves the right to release and reassign your selected booth. No refund will be made for space that is not used. If space is unoccupied at the opening of the exposition, NIADA reserves the right to rent or use said space without obligation of refund. If NIADA receives written cancellation of reserved space on or before April 16, 2016, 5:00 pm, CT, there will be a cancellation penalty of 25% per booth space. If written cancellation is received after 5:00 pm, CT, April 16, 2016, no refund will be made. *(Please note, if you have selected to pay for your booth via check, we must receive payment within 14 days of the date reserved, otherwise NIADA reserves the right to cancel and resell the booth.)*

NIADA reserves the right to relocate any exhibitor. Upon receiving from NIADA notice of such relocation, exhibitor may, notwithstanding any other provision hereof cancel this agreement without penalty and shall be entitled to full refund of previously paid exhibit rental fee.

**HANGING SIGNS.** Hanging signs and graphics are permitted to a maximum height of 30 feet in the Exhibit Hall. Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed the maximum allowable height for the booth type).

Approval for the use of Hanging Signs and Graphics should be received from NIADA at least 30 days prior to installation. Drawings should be available for inspection.

**USE OF EXHIBIT SPACE.** Sharing booth space is not permitted without authorization by NIADA. No exhibitor may sublet, assign, apportion or share any part of the space allotted or represent, advertise or distribute literature for the product of any other firm or individual except as approved in writing by NIADA.

The purpose of the exhibit should be to inform and educate regarding characteristics and uses of the products. Personnel qualified to offer technical explanations and answer questions should staff exhibits. Exhibits must be staffed at all times during exposition hours. Unstaffed exhibits may be penalized.

**RESTRICTIONS.** NIADA reserves the right to restrict exhibits which because of noise, height, visual obstruction or line of sight method of operations, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the exposition as a whole. It may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restrictions, or evictions, NIADA is not liable for any refund of rental or other expenses. Advertising displays and demonstrations in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

NIADA reserves the right to require discontinuance of video/sound equipment or other sound creating devices operated at a level which interferes with other exhibitors or adds unduly to general acoustic inconvenience.

**CONDUCT.** All demonstrations, interviews and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. No undignified manner of attracting attention will be permitted.

The exhibitor assumes all costs arising from the use of patented, trademarked, copyrighted or service-marked materials equipment, devices, processes or dramatic or musical rights used in or incorporated in the conduct of this event; and exhibitor warrants and represents that it will not be in violation of any laws governing the use of such proprietary works.

Exhibitor agrees to indemnify and hold NIADA harmless for all damages and costs resulting from any infringement.

**ENTERTAINMENT AND MEETINGS** In order to maintain the professional purpose of this convention and exposition, no company-sponsored functions such as tours, film showings, sales meetings, hosted events, presentation or similar activities shall be scheduled during exhibit hours or in conflict with any officially programmed NIADA event. Vendors in violation will be penalized.

**SOUVENIRS, SAMPLES AND LITERATURE.** Distribution of souvenirs and samples is permitted provided it is done in a dignified fashion and does not interfere with other exhibits. Distribution of literature by all exhibitors is encouraged, but may only take place within the exhibitor's booth space.

**CARE OF PREMISES.** No part of an exhibit, signs or other materials may be pasted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the convention center or property of any other company or person. Damage from failure to observe this notice is payable by the exhibitor.

**EXHIBITOR BADGES.** Exhibit personnel must register and wear NIADA identification badges clearly visible at all times, while on the exhibit floor. Lending a badge to another person is prohibited.

**EXHIBITOR ACCESS TO HALL.** Exhibitors are permitted to enter the exhibit hall during non-show hours only to set up displays during appointed work hours. Thereafter exhibitors may, each day, enter their booths one hour prior to opening of the show and remain in their booths one hour after the show closes. During hours other than exhibit hours listed, the exhibit area will be locked.

Exhibitors who require additional time in their booths must obtain prior permission from NIADA to enter the hall earlier than one hour prior or to remain longer than one hour after show hours. Equipment demonstrations and/or sales meetings will be allowed in the hall during appointed work hours and one hour prior to show opening, each day for registered exhibitors only. Security personnel will strictly enforce hall access.

**SECURITY.** NIADA will provide general perimeter security and employ a reputable security company to take reasonable precaution to safeguard exhibitors' property, but does not guarantee safety of any item and is not responsible for losses. Once property is brought into the hall, it may not be removed except in the event of an emergency and only with written NIADA authorization. NIADA assumes no liability whatsoever for loss or damage, through any cause, of goods, exhibits or other materials owned, rented or leased by the exhibitor.

**INSURANCE.** The exhibitor takes part in the exposition entirely at his own risk. The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment and other property while on The Mirage Hotel premises and hereby waives any claim or demand it may have against The Mirage Hotel or its affiliates arising from such a loss, theft or damage. In addition, the exhibitor agrees to defend (if requested), indemnify and hold harmless National Independent Automobile Dealers Association and The Mirage Hotel and their respective parent subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits costs and expenses, including, without limitation, attorneys' fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents.

**PHOTOGRAPHY.** Taking pictures in the exhibit hall is prohibited, and no cameras will be allowed on the show floor. Exhibitors desiring to photograph their own booth may do so only with prior approval of NIADA. This rule will be strictly enforced, violation of which may result in confiscation of film and removal of the photographer from the show. Exceptions to this rule include NIADA staff, official NIADA show photographer and members of the press wearing a press badge.

**INSTALLATION AND REMOVAL.** The setting up of exhibits may begin at 8:00 am, Tuesday, June 14, 2016. (20x20 booths or larger may set up on Monday, June 13, 2016 at 8:00 am with permission and preapproval from NIADA). Displays must be in place and ready for preview by 3:00 pm, Tuesday, June 14, 2016 and remain intact until close of the exposition at 2:00 pm Thursday, June 16, 2016, when dismantling and removal may begin. Early dismantling is prohibited. *If early dismantling or failure to set up exhibit for the entire duration of the show occurs for any reason, the exhibitor may be penalized including being banned from participating in future shows.* The exhibits must be removed by 9:00 pm, Thursday, June 16, 2016. No children under 16 year of age are allowed on the show floor under any circumstances.

**STRIKES, FIRE AND NATURAL DISASTERS.** National Independent Automobile Dealers Association reserves the right to change the location and dates of the exposition in the event a strike, fire or natural disaster should render the hall and/or city in which the exposition has been scheduled unusable or inadvisable.

**INTERPRETATION AND ENFORCEMENT.** These regulations constitute a part of the contract between the exhibitor and National Independent Automobile Dealers Association. NIADA has full power of interpretation and enforcement of these rules.

All matters in question not covered by these regulations are subject to the decision of NIADA, and all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of NIADA, conduct themselves unethically or in such a manner as to reflect upon the professionalism of the show, may be dismissed from the exhibit without refund and may not be allowed to exhibit at future NIADA Expos.

After the show, if the exhibitor does not feel it was a good return on investment or that their particular products or services were not applicable to the audience or they are unhappy with their booth placement at the NIADA expo, NIADA will not be held liable nor issue a refund for the cost of the booth and/or any additional exhibitor attendee registrations for these reasons. It is up to the exhibitor to research the NIADA convention and expo to determine if their products and services are a good fit for the NIADA expo attendees.

NIADA reserves the right to reject, eject or prohibit any exhibit in whole or in part or any exhibitor or its representatives, at will without cause.