

# Buffalo Niagara Thunder

Aug 22 - 24

291 Ohio St Buffalo NY 14301

Office Use Only

Space # \_\_\_\_\_

Paid \_\_\_\_\_

Company \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City / St \_\_\_\_\_

Zip \_\_\_\_\_ Ph \_\_\_\_\_ Fax \_\_\_\_\_

Website \_\_\_\_\_ Email \_\_\_\_\_

Products Sold \_\_\_\_\_

**DEADLINE IS AUG 4TH** City of Buffalo Permit Applications Will Be Handled by Carmen's Productions Office  
Permits City of Buffalo.....Straight Line Vendor \$26.50 or Food Vendor \$31.50  
Permits Erie County Fee Food Vendor.....\$106.00

**Vendor Spaces**  
10W X 20D --- \$195.00  
20W X 20D --- \$295.00  
30W X 20D --- \$395.00  
40W X 20D --- \$495.00  
Trailers Contact Office  
Electricity NOT Available  
Buffalo Permit fee \$26.50

**Food Vendors**  
\$200.00 Plus 10% after  
\$1000 Gross Receipts  
Electricity \$100.00 110amp  
Quiet Generators ONLY  
Buffalo Permit fee \$31.50  
Erie County fee \$106.00

Space Size _____	Cost _____	\$ _____
Buffalo Permit Regular Fee	\$26.50	\$ _____
Buffalo Permit Food Fee	\$31.50	\$ _____
Food - Erie Health Permit Fee	\$106.00	\$ _____
Electricity Food Vendor	\$100.00	\$ _____
<b>Total Cost</b>		<b>\$ _____</b>

Check # \_\_\_\_\_ Deposit Amount \$ \_\_\_\_\_

Balance Due Aug 4th \$ \_\_\_\_\_

Check # \_\_\_\_\_ Date \_\_\_\_\_ Paid \$ \_\_\_\_\_

Refund Requests will only be accepted in writing and delivered to the office by July 15th, 2008. Weather will not be a reason for cancellation.

Booths must remain open and staffed during all event hrs of operation. Tear Down begins when Event Closes Sunday 6 pm. Vendor is responsible for cleanup and repairing any holes for their tent stakes. Any need for cleanup or repairs, vendor will be charged a flat cleanup fee of \$50.00.

- Set Up and Tear Down:** Check in start will be Thursday August 21. All vendors must be set up by 1pm Friday August 22th.
- Permits:** All vendors must have all necessary permits. They must be Displayed and Visual in vendors area.
- Rules & Regulations:** No alcohol beverages may be brought into any portion of the rally or secured areas. All drawings must be registered and approved in advance by Rally Mgt. No walking solicitation will be allowed unless approved in advance by rally mgt. All signs, flyers, Posters must be approved in advance by rally mgt. No offensive scents, excessive noise, live animals or any intrusive behavior to the public will allowed at any time of the event. If exhibitor fails to comply with any of these rules, it is hereby understood their immediate removal from property and all monies forwarded by said vendor will be forfeited.
- Agreement: to Terms, Conditions and Rules:** Vendor agrees to abide and observe by the terms, Conditions and Rules set forth herein and by such additional terms, Conditions and Rules made by Event Management from the time to time made by management for the efficient and safe operation of the event. Vendor shall abide by all State, Federal and Local regulating Laws
- Limitations of Liability and Indemnity:**  
A) Neither management nor Event buildings nor any other officers, agents, or other representatives, shall be held liable for, and hereby released from liability for, any damage, loss, harm or injury to any person or property of any vendor or exhibitor, or any of its officers, agents employees or any other representative, resulting from theft, fire, water, accident, terrorists act, Act of War or any other cause.

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- B) The Vendor shall indemnify, defend and protect management and the event properties against and hold and save management and the event harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind of nature which result from, arise out of, or are connected with any acts or failures to act, or negligence of, vendor or any of its officers agents, employees or other representatives, including , but not limited to, claims of damage or loss from the breach of these Terms Conditions and Rules, and claims, or loss to any third party resulting from any infringement of a copyright or patent or trademark.
- C.) The Vendor at their own expense, may obtain additional Insurance.
- D.) The Vendor is an independent Contractor and in no way an employee of Buffalo Niagara Thunder or Carmen's Productions Inc.

3. Assignment of Vendor Space: Management shall assign the vendor space to vendor for a period of the event, on a first come first serve basis. Such assignment is made for the period of this event only and does not imply that the same or similar space will be held or offered for future events or shows. Management reserves the right to terminate this agreement, close the vendor exhibit or space and remove the vendors property if any terms of this agreement are not met. Management will not be held liable in the event that an vendor with similar product/services or a competitor is located in an adjoining or nearby space.

4. Re-assignment: An Exhibitor/Vendor shall not re-assign to a third party its rights hereunder to any vendor space or any portion of it.

5. Fire Rules: A.) Vendor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable material. Vendor shall use no inflammable material. Vendor, shall use no inflammable decorations or covering for display fixtures. All wiring devises and sockets shall be in good condition and all the requirements of local law.

B.) All vehicles remaining on the event grounds must be locked and have a sealed gas tank cap or cover and must reduce the amount of fuel no to exceed four (4) gallons

6. Vendor Conduct: Vendor and all its representatives shall not congregate or solicit trade in the aisles. Neither Vendor nor any of its representatives shall conduct themselves in a offensive to the standards of decency and good taste.

7. Licenses and Permits: The Vendor shall obtain any and all City, County, State or Federal licenses , inspections or permits required by law for the operation of his space, booth, exhibit or display at his own expense.

**Erie County Health Dept - 716 961-6805      NYS Tax - (716) 855-5335**

8. Inability to hold event:

If because of war, fire, strike, facility construction, or renovation project government regulations public catastrophe Act of God or public enemy or any other cause beyond the control of management, the event or any part thereof is prevented from being held, is cancelled by management, or the vendor space is unavailable, management, in its sole discretion, shall determine and refund to vendor its proportionate share of the aggregate vendor fees received which remains the deducting expenses incurred before management and reasonable compensation to management , but in no case shall the amount of the refund to vendor exceed the amount of the vendor fee.

9. Arbitration: Any controversy or claim between the parties hereto arising out any or related to the provision of this agreement or the breach thereof, shall be settled by arbitration, by one arbitrator in Buffalo NY and judgement upon the reward rendered by the arbitrator may be entered in any court having jurisdiction..

10. Governing Law: Amendments: This agreement, having been executed in the State of New York, shall be governed by and construed and enforced in accordance wit the Laws of New York State.

This Agreement may not be Amended or Modified without a written communication and acceptance by management

### **Insurance Waiver Form**

I hereby declare for myself, heirs, executors or administrators a waiver and release to any and all rights to make claims for damages against Carmen's Productions Inc., Buffalo Niagara Thunder, Niagara MC Rally, Ellicott Development Company, Carl P Paladino, Louis A Magnano, The City of Buffalo, The County of Erie, Sponsors, Agents, Representatives, Successors or Assignee's for any and all injuries and damages suffered by any and all of representatives, owners, associates for property at the event.

Authorized Representative \_\_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Accepted By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Make Checks Payable to  
 Carmen's Productions Inc  
 4460 Miller Rd Niagara Falls NY 14304  
 Tel. 716 444-2810 Fax 866 732-4507  
 email:ctoromino@roadrunner.com / Website: www.BuffaloNiagaraThunder.com