

## **DEFINITION**

An Exhibitor Appointed Contractor (EAC) is any company other than one of the designated official contractors which an exhibitor wants to employ inside the exhibit hall before, during (by special pass and/or wristband), or after the show (Union Rules and Regulations apply - **EAC** from outside the United States is not allowed to perform labor – only allowed to supervise properly hired Union Labor). All hired set up and teardown labor, must be properly hired Union Labor. No permission to use an Exhibitor Appointed Contractor will be given for the performance of the following services:

- Electrical, Plumbing & All Other Utilities
- Drayage / Forklift Operations
- Booth Cleaning
- Security – no outside security of any kind.
- Telephone / Communications
- Rigging - Overhead or Genie Lift
- Catering / Food Service

## **HOW TO GET AUTHORIZATION TO USE AN EXHIBITOR APPOINTED CONTRACTOR**

(NYCC 2023)

The four principal steps to get authorization to use an Exhibitor Appointed Contractor are:

1. EXHIBITOR **must submit the EAC form** provided, to Show Management, by the deadline date of September 4, 2023  
No approvals will be granted for requests received after the deadline.
2. Show Management will send an EAC Agreement, Sample Certificate of Insurance, Code of Conduct, EAC invoice and or the Schedule A to the specified EAC.
3. The EAC will be required to return to Show Management the executed EAC Agreement, Memorandum and Code of Conduct, along with the proper fees and insurance documents by the deadline date of September 18, 2023
4. The EAC **MUST BE** in good standing with Show Management before the approval process begins.

## **THIRD PARTY INVOICE BILLING RULES, REGULATIONS AND PRODEDURES**

**IN ORDER TO ASSIST THE EXHIBITOR IN VERIFYING THE ACCURACY OF THEIR EXPENSES, A COPY OF THE ORIGINAL INVOICE, IS REQUIRED BY SHOW MANAGEMENT, TO BE SENT TO THE EXHIBITOR OF RECORD FOLLOWING THE CLOSE OF THE SHOW.**

## **WE WILL NOT ACCEPT**

- Letters, telephone calls or submissions in any other form.
- Submissions in any form directly from 3<sup>rd</sup> party vendors/contractors.

## **WRISTBAND REQUIREMENTS FOR EXHIBITOR APPOINTED CONTRACTORS**

1. Each individual affiliated with the EAC must wear a correct wristband, prepared and distributed by Show Management. The EAC wristband must be worn all times during move-in and move-out.
2. The process for EAC wristbands will be sent directly to the EAC by Show Management with instructions on how to pick up wristbands onsite with a copy of a valid ID (driver's license, passport, etc.).
3. EAC personnel who require access during show hours must request a show day wristband a minimum of one day prior to the opening of the show. Proper attire must be worn at all times.
5. EAC wristbands are NOT transferable and must be worn at all times on the wrist. Floor managers will spot check all EAC for adherence to this policy and lost EAC wristbands need to be reported to Show Management immediately. Violation of this policy will result in the termination of the EAC agreement with Show Management and all fees paid by EAC will be forfeited accordingly.
6. EAC must refrain from the use of and access to all public areas and are strictly confined to exhibit floor access during move-in and move-out.



Each year, more and more trade show related services are being performed by Exhibitor Appointed Contractors (EAC). We recognize that each exhibitor selects those vendors that they believe will best serve their needs before, during, and after the show. If an exhibitor chooses to employ an EAC we are happy to have them on the show floor, as long as they conform to the rules and regulations of the show and they must also be wearing proper picture ID.

However, along with the growing number of EAC on the show floor, have come numerous added expenses - legal costs resulting from an increase in liability claims, hall damage, excess cleaning charges, and extra administration costs for wristbands, contracting, insurance tracking, etc.

Rather than pass on these added costs to all exhibitors, including those who do not use EAC, we have implemented a formal fee system for Exhibitor Appointed Contractors. Each EAC hired by an exhibiting company must sign an agreement and will be assessed a fee. The fee structure consists of two components and applies to all contractors regardless of the service they provide (labor or supervising). All hired set up and teardown labor, must be properly hired Union Labor.

The first component of the fee is a fixed cost of **\$175.00 per EAC** regardless of the number of booths being serviced. The second component is a minimal fee which will be assessed to each EAC per square foot for **each booth that the EAC has been hired as the install and dismantle labor**. IN THE EVENT THE EAC OF RECORD FOR THE BOOTH, HIRES NON-OFFICIAL SUB-EAC A FEE OF **\$175.00** PER NON-OFFICIAL SUB-EAC WILL APPLY. FURTHERMORE, THE SUB-EAC MUST BE IDENTIFIED TO SHOW MANAGEMENT BY THE EAC OF RECORD AND FOLLOW ALL RULES AND REGULATIONS OUTLINED IN THE EXHIBITOR MANUAL. **All EAC groups must have an EAC approval form submitted and on file with Show Management. This applies to all EAC's performing the function of labor as well as, all EAC supervising groups.**

NYCC, this rate is **.15¢ per square foot** of exhibit space.

EAC PROGRAM FEE STRUCTURE			
<b>Component #1 - \$175.00 per EAC</b>			
<b>Component #2 - see table below for sample fees (Sample fees based on 15¢ per gross sq. ft.)</b>			
Booth Size (Total sq. ft.)	Fee	Booth Size (total sq. ft.)	Fee
100	\$ 15.00	600	\$ 90.00
200	\$ 30.00	700	\$ 105.00
300	\$ 45.00	800	\$ 120.00
400	\$ 60.00	900	\$ 135.00
500	\$ 75.00	1000	\$150.00

NOTE: The above table shows examples of the fee for some common booth sizes. If your booth size is not listed, you can determine the fee your EAC will be charged by multiplying the total number of square feet by .15 **+ Component #1.**

We can not accept requests from the 3<sup>rd</sup> party vendor only from the exhibitor.

**PURPOSE**

The purpose of this form is to petition Show Management for approval to use an Exhibitor Appointed Contractor. An Exhibitor Appointed Contractor is defined as any company, other than one of the Official Contractors that an exhibitor wants to use inside the exhibit hall, before, during or after the show. Your submission of the online form is a request for approval of an Exhibitor Appointed Contractor by Show management, and a statement of your commitment to purchase services, as outlined, from said contractor, subject to Show Management's approval of the contractor. All hired set up and teardown labor, must be properly hired Union Labor.

Online requests to use an Exhibitor Appointed Contractor must be received **at least thirty days prior to the first day of move-in.** *Properly completed documentation, i.e., signed agreement, memorandum, code of conduct and insurance certificates must be submitted by **September 18, 2023*** **Payment of EAC fees are due upon receipt of invoice.**

If you have any questions regarding this procedure, please email to [eac@reedexpo.com](mailto:eac@reedexpo.com) or call our special EAC hotline at (203) 840-5899



## **CONTRACTOR MUST PROVIDE CERTIFICATE OF INSURANCE**

The Exhibitor Appointed Contractor must provide Certificate of Insurance confirming that the EAC has in full force and effect, Worker's Compensation insurance, comprehensive general liability insurance, and automobile liability insurance which meet the following minimum standards:

- Worker's Compensation insurance, providing and meeting the requirements established by the State of New York must have authorization to do business in the State of New York.
- Commercial General Liability Insurance, including coverage for broad form property damage, bodily injury, personal injury, blanket contractual liability, and products/completed operations with a combined single limit of \$2,000,000 per occurrence and in the aggregate. Such general liability insurance shall name as an additional insured: Reed Exhibitions a division RELX Inc., The Freeman Companies, New York Convention Center operating Corporation, State of New York, New York Convention Center Development Corporation, The Empire State Development Corporation, Triborough Bridge and Tunnel Authority and the Jacob Javits Convention Center and their respective boards of directors, officers, agents and employees and affiliates. The insurer shall waive its right of subrogation against Show Management, and this policy shall be considered primary and noncontributory over any other valid and collectible insurance.
- Errors & Omissions/Professional Liability Insurance, in an amount not less than \$5,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of Intellectual Property (except patents and trade secrets) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of the EAC's services hereunder. Such insurance shall be maintained in force for a period of 3 years thereafter for Services completed during the Term of the Agreement. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the product or rendered services provided.
- Automobile liability insurance, which includes all owned, non-owned and hired vehicles with minimum limits of \$500,000 bodily Injury and \$500,000 property damage liability.

## **RULES AND REGULATIONS GOVERNING EXHIBITOR APPOINTED CONTRACTORS**

All hired set up and teardown labor, must be properly hired Union Labor.

- 1. IN ORDER TO ASSIST THE EXHIBITOR IN VERIFYING THE ACCURACY OF THEIR EXPENSES, A COPY OF THE ORIGINAL INVOICE, IS REQUIRED BY SHOW MANAGEMENT, TO BE SENT TO THE EXHIBITOR OF RECORD FOLLOWING THE CLOSE OF THE SHOW. BY ALL VENDORS.**
2. The Exhibitor Appointed Contractor will not solicit business on the show floor at any time, including installation, during the show, and dismantling.
3. The Exhibitor Appointed Contractor will share responsibility, with the Official Contractor, all reasonable costs incurred in connection with his operation, including overtime pay for stewards, security if necessary, restoration of the exhibit hall to its initial condition, custom marking of the floor, etc.
4. The Exhibitor Appointed Contractor will cooperate fully with the Official Contractors and will comply with existing labor regulations or contracts as determined by the commitment made and obligations assumed by Show Management in any contracts with the Official Contractors. Proper ID must be worn at all times. **An EAC from outside the United States is not allowed to perform labor – only allowed to supervise properly hired Union Labor.** All hired set up and teardown labor, must be properly hired Union Labor.
5. The Exhibitor Appointed Contractor will not establish service desks of any type anywhere inside the exhibit hall. The EAC will utilize space as designated by Show Management, outside the exhibit hall.
6. Cameras or photography are prohibited on the exhibit floor without permission from Reed Exhibitions. With the approval of Reed Exhibitions, the EAC may photograph only the booth(s) with which they have contractual arrangements.
7. While aisle carpeting is being installed, jockey boxes, ladders and the EAC equipment must be removed completely from the show floor or be placed inside the booth being installed (if removal will not disrupt or damage the carpet after it is installed), or be placed in the EAC storage area.
8. Use of electric scooters by EAC is prohibited at all times.
9. EAC are not allowed on the show floor during open days of the show without a special EAC show day pass or wristband. EAC must be dressed in suitable attire at all times.
10. EAC are not authorized to have Exhibitor Badges.
11. The Exhibitor Appointed Contractor will refrain from placing an undue burden on the Official Contractors, especially by not interfering in any way with the Official Contractors' work.
- 12. Union Rules and Regulations apply please refer to Freeman for greater detail.** All hired set up and teardown labor, must be properly hired Union Labor.

**SHOW MANAGEMENT'S DISCRETIONARY RIGHTS**

Show Management reserves the right, in its sole discretion, to withhold approval or to dismiss from the show, any service contractor whose participation in the show may, in the opinion of show management, lead to strikes, picketing, other labor action directed at the show, other disruption of the show, or interference with any of the exhibitors.