

BIKE EXPO NEW YORK 2018 – Policies, Rules and Regulations

The policies listed below are to ensure that all Exhibitors and attendees are presented with a professional experience, and prevent any misunderstandings that could lead to additional costs or difficulties for Exhibitors. Please review and don't hesitate to contact Exhibitor Relations at beny@eventage.net with specific questions.

Payment

A 50% payment of the total booth fee is required to reserve a booth. All booths must be paid in full by April 2, 2018, unless otherwise agreed to in writing between the Exhibitor and Bike New York. All fees are non-refundable.

Hours and Setup

Exhibitor agrees to maintain open and staffed booth during BENY show hours and must be fully set up prior to show opening time.

Load-in & Load-out

All Trucks, larger than a cargo van, must schedule a delivery time in advance with Exhibitor Relations prior to arriving for load-in. Vehicles larger than a cargo van or personal pickup truck cannot gain access until after 8pm and that pick-up needs to be pre-arranged with exhibitor relations prior to load-out. This includes, but is not limited to, tractor-trailers, box trucks and trailers. Bike Expo New York is scheduled to close at 6:00PM on Saturday, May 5. As in previous years, Bike New York will keep the floor open until all riders picking up packets have been able to do so. This can take 30-60 minutes additional. EXHIBITORS can start breaking down their booths at 6PM. However, for the safety of the remaining and departing attendees, Exhibitors will not be permitted to remove items from the booth until the show floor is clear, likely 6:30-7:00PM

Shipping

If Exhibitors choose to advance ship booth materials to the BENY warehouse, all Exhibitors must complete the Advance Shipping & Delivery Form and submit it to beny@eventage.net. If completed form is not submitted along with a copy of the manifest, exhibitor services cannot guarantee all shipped parcels will be delivered to the booth.

Ordering Booth Material

Standard Booth Equipment must be ordered via BENY Online Exhibitor Portal. Exhibitors will not be charged for standard equipment (one table, one black tablecloth and two chairs) if ordered in advance but will only receive this equipment if ordered.

On-site Storage

Limited on-site storage space is available for rent online on a first-come, first-served basis. Exhibitor Services cannot guarantee storage space will be available during BENY.

EAC

Any exhibitor using an outside contractor is responsible for submitting completed EAC Form and a copy of the required Insurance certificate (see page C2) from that contractor. If these are not submitted prior to April 13, 2018 the contractor will not be permitted to provide services at BENY. It is the responsibility of the Exhibitor to ensure that any outside contractor is notified and informed of all rules and regulations and that the contractor abides by these rules during their involvement in the event.

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Booth Build

Any build other than a pop-up tent must be included in the TPA application for Bike Expo New York. Therefore, any exhibitors building structures within their space **must provide a schematic and floor plan** to be included in this application. Exhibitors who do not provide this plan will not be permitted to build anything within their booth space. Schematic and floor plan must be sent to Exhibitor Relations at beny@eventage.net by March 16, 2018 or builds will not be permitted.

Subletting

Exhibitors agree not to sublet, assign, or permit any other person to use or share the exhibit space allotted to such Exhibitor without prior written permission from Exhibitor Relations.

Sales Taxes

Exhibitors selling taxable tangible personal property or taxable services at the Bike Expo NY must register with the Tax Department and obtain a Certificate of Authorization. To register and confirm qualifications, please visit the link below.

<https://www1.nyc.gov/nycbusiness/description/sales-tax-vendor-certificate-of-authority>

Literature Distribution & Traffic

Canvassing, sampling and the distribution of any literature, materials, or verbal recruitment must be contained within the interior perimeter of the booth. Exhibitors must limit their activities to the contracted space. Arrangements for demonstrations or large presentations must be made with Exhibitor Relations in advance, as aisles and public spaces must be kept clear for egress.

Permission to Photograph/Video

Exhibitor shall allow Bike New York to use any photographs or video of the exhibit and people for its own purpose.

Sound Levels

Exhibitor's sound levels, both amplified and unamplified, shall not violate the rights of any adjacent Exhibitors or public areas. Exhibitor Relations may request that volume levels be adjusted at any time if noise levels are objectionable to neighbors.

Excess Waste

Exhibitors that exceed the capacity of the provided trash receptacle will be charged an extra service for disposal of waste during BENY.

Insurance

Exhibitors and Exhibitor-Appointed Contractors (EAC's) must comply with all state and federal laws and/or regulations.

Liability: Exhibitors are required to purchase the adequate insurance set in place by Bike New York. This insurance will be added to the exhibitor booth fee and is provided by CBS Coverage, a division of Assured SKCG, Inc. This insurance will cover general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, medical expense of \$10,000, auto insurance of \$1,000,000 per occurrence and in the aggregate, umbrella liability insurance of \$1,000,000 per occurrence and in the aggregate, and lists both Bike New York and Eventage as additional insured along with a waiver of subrogation in favor of above agencies.

The insurance purchased by the exhibitor does not cover EAC's. EAC's must provide proof of the adequate insurance set in place by Bike New York (as listed above) and list both Bike New York and Eventage, Event Productions as additional insured along with a waiver of subrogation in favor of above agencies.

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Workers' Comp and Disability: Exhibitors (and authorized EAC's) must certify that they hold disability insurance and workers' compensation insurance of at least \$500,000. Bike New York will not request proof of insurance but this does not relieve Exhibitor or EAC from carrying proper coverage.

Property Insurance: Exhibitor (and authorized EAC's) understands that neither Bike New York nor Eventage Event Productions maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor (or EAC) to obtain such insurance.

Indemnity: Exhibitor (and authorized EAC's) agree to indemnify and hold harmless Bike New York, Inc, Eventage Event Productions, Inc and other facilities utilized by BENY and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to its occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person.

Display Regulations

- To ensure sightlines and the professional presentation of all booths, **no display may exceed 9'** in height from ground level. In some situations, this rule may be waived for an additional fee. In addition, **no banners including feather banners may exceed 12'** in height from ground level.
- **No booth element may extend beyond contracted space**, either into another booth or an aisle.
- **All booth elements facing an adjoining booth should have plain or finished back walls, and not display open wires, structural supports, etc.** No overbearing logos, branding or merchandise should be displayed facing into an adjoining Exhibitor's space and **no merchandise can be displayed in an aisle.**
- Existing pipe rails may not be used to support anything in the booth weighing more than 20 lbs.
- Exhibitors are liable for any damage to floors, walls or columns of the building within the booth. Tape used to secure any items to rental furniture, drape or flooring should be residue-free and have a cloth binding (instead of paper or vinyl) to ensure its complete removal from the item. No duct tape will be allowed. Exhibitors are liable for removal of all adhesives.
- No soft goods (drape, linens, etc.) rented from BENY may be punctured, stapled or altered in booth construction.
- All soft goods, foam core, booth elements and structure must have appropriate flameproof rating and certificates must be kept on hand in the booth.
- No packing materials, crates, or cardboard boxes, either empty or containing materials, may be in plain sight in the booth. If items are not concealable, they must be kept in inaccessible back of house storage.
- Exhibitors requiring access to items (extra premiums, samples, merchandise etc.) must store their additional items in accessible on-site storage.
- Booths must be kept clean and free of trash and empty boxes/packaging at all times.
- All unfinished tables must be draped or covered.

Security

BENY will maintain 24-hour security over the interior and exterior of the venue from 12AM on Thursday, May 3, until 1AM on Sunday, May 6, limiting access only to appropriately credentialed persons during specified periods. While BENY will have security posted at entrances to the facility and overseeing public areas of the BENY floor, BENY security is not specifically tasked with securing individual booths.

NOTE: Exhibitors may hire additional security to be dedicated to their booth. Use the BENY Online Exhibitor Portal to secure guards for individual booths.

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Credentials: All Exhibitors who will need to access the booth outside of public open hours MUST display appropriate Exhibitor credentials. No person will be allowed to order on-site equipment or services or check any materials out of accessible on-site storage without Exhibitor credentials.

For security purposes, no uncredentialed persons or guests will be permitted access to the show floor during setup, strike, and Exhibitor-only hours (prior to opening and after closing of the show floor). As the event is free and open to the public, there are no restrictions on number of Exhibitor staff that may be at the venue during public hours.

Cash Collection/Removal: On-site cash collection and removal of deposits is the sole responsibility of the Exhibitor. BENY will not store cash overnight nor guarantee the security of any money left within the space of the booth.

Exhibitors planning on selling items must remove their cashboxes at the end of each day and/or arrange for additional security guards to be dedicated to the booth during open/overnight hours.

Food Service

For health & safety reasons, all food/beverages served at BENY must be produced in an appropriately licensed food service establishment or by an FDA-approved manufacturer. Homemade items cannot be served to attendees or guests.

Sample Distribution Fee: If distributing any kind of food or beverage, Exhibitors must pay the \$500 sampling fee, which covers the requisite health permit as well as cleaning services.

Alcoholic Beverages: Alcoholic beverages may not be brought into the venue from any outside sources. There will be no self-service of alcoholic beverages at any time in or during BENY. Beer will be available for purchase in the beer garden behind Basketball City from 12PM until close on each day of BENY.

Underage Drinking Policy: Any guest that is under the age of 21 will not be served alcoholic beverages. We reserve the right to request identification from any attendee, Exhibitor, or guest to verify age.

Sustainability

Part of Bike New York's vision is to promote bicycling as a healthy and sustainable means of transportation and recreation, one that reduces an individual's negative impact on the environment, while positively impacting his or her community. In 2016, BENY and the TD Five Boro Bike Tour were awarded Gold-level certification by the Council for Responsible Sport. We are proud of this accomplishment and are still looking for ways to further green our operations and form partnerships with like-minded organizations. As such, we ask that you join us in our efforts to promote sustainable event production practices.

As an Exhibitor at BENY, we ask you to join us in pursuing our green goals.

Bike New York will:

- Continue to find new and innovative ways to reduce waste and expand upon their recycling efforts.
- Work with the Department of Environmental Protection to provide New York City tap water for riders in the Tour, thereby eliminating the need for individual plastic bottles.
- Provide free bike valet at BENY.
- Reduce printed materials, print on 100% recycled or FSC-certified paper and print double sided when possible.
- Work with GrowNYC to develop sustainable waste plan, provide volunteers to monitor waste stations, and offer signage for all waste bins.

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All Exhibitors and vendors must:

- Adhere to recycling policies by:
 - Bagging trash and separating recyclables into required streams when moving-in: metal/glass/plastic, paper/cardboard, and general waster (Please review the following link to help further explain the acceptable waste stream materials [What To Recycle](#)).
 - Depositing recycling materials and trash in proper containers at BENY individual waste stations.
- Consolidate packing materials and reuse pallets and shipping containers.
- Break down and stack all non-reusable cardboard boxes to be collected by Exhibitor Services for recycling.
- Keep trash bins in booth hidden to be used only by booth staff and not by the public.
- Reduce printed materials and print on 100% recycled or FSC-certified paper.
- When sampling beverages, use rigid plastic cups which are recyclable (not compostable) through the NYC curbside recycling program. These are available for purchase [here](#). Exhibitor services will provide additional recycling containers near your booth space to facilitate recycling. Note: "Compostable" bioplastic products do not break down in landfill settings so should not be used at BENY.
- If sampling pieces or small portions avoid utensils (ex: serve finger food) as much as possible, and use recyclable materials when necessary (ex: plastic cutlery). Also, reduce hand-outs (give only one napkin) where feasible. Dirty napkins cannot be recycled.
- Collect foil wrappers from bar or chip sampling in bags provided by Exhibitor services. These will be collected and recycled via the Terracycle program introduced in 2016.
- Avoid the use of expanded polystyrene (ex: Styrofoam) and other materials not accepted for recycling.

Emergency & Fire Systems

The safety and security of all Exhibitors, attendees, staff and volunteers is paramount. The Exhibitor Relations team has taken extensive precautions to accommodate and plan for emergencies and challenges that may arise throughout the course of the event. Please review the sections below to assess how these guidelines may impact your booth.

Fire Suppression Systems: The venue is equipped with an alarm and fire suppression system that is activated by a variety of heat, smoke, and manually operated triggers. Fire extinguishers and other emergency equipment are located throughout the buildings, in locations mandated by fire code and the New York City Fire Marshal. Licensed fireguards will be on duty 24 hours a day from 12:00AM on Thursday, May 3, until 12:00PM on Sunday, May 6, within the BENY venue.

Fire hoses, extinguishers, and pull stations are located throughout the property in strategic locations mandated by fire code. Please do not obstruct, cover, or attempt to relocate any of these elements.

Open Flames, Fog, Haze, and Smoke: Due to the sensitivity of the fire suppression system, no open flames, theatrical fog, haze, or smoke is permitted within the BENY venue without prior written permission. For questions about the use of any of the above, consult Exhibitor Relations.

BENY Staff Access: It should be understood that BENY staff, crew, and vendors may need access to various points in, around, and above the booth at any point throughout the setup, public show hours, overnight periods, or strike of BENY. All staff and crew will be appropriately credentialed with displayed event credentials identifying them as EXHIBITOR, STAFF, SECURITY, or CREW.

Trademark

Bike New York, as owner and operator of Bike Expo New York, reserves the right to the use of the aforementioned names, trademarks, logos, and copyrighted materials. No use of such names and/or any Bike New York, TD Five Boro Bike Tour, or BENY logos, trademarks, or copyrights for any commercial purpose or any merchandise for sale or giveaway is authorized without the expressed written permission from Bike New York, Inc.

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Assumption of Risk

Exhibitor understands the nature of the event and ASSUMES ALL RISK associated with Exhibitor's participation in this event. By execution of this application, Exhibitor hereby releases, waives, discharges and covenants not to sue Bike New York, Inc., Basketball City New York, LLC, Eventage Event Production, Inc., EventFuel, LLC, and their officers, members, directors, owners, representatives, agents, employees, volunteers, affiliates, sponsors, and any successors (collectively "Released Parties") from any and all claims or liability for personal injury or property damage resulting from, or alleged to result from this event other than arising from the willful misconduct of a Released Party. This release and waiver of rights includes, but is not limited to ANY AND ALL claims or liability without limitation, the sole or contributory negligence of any or all of the Released Parties, foreseen or unforeseen conditions on the premises of the event, and the conduct of any person in connection with, preparation of, or supervision for the course of Exhibitor's participation in this event. Exhibitor is also releasing any claim its family, guardian, representative and/or estate might wish to make by reason of injury or damage. Bike New York will not be liable for acts or omissions of contracted security personnel providing services for the event. Exhibitor assumes all responsibility for loss, theft, or destruction of Exhibitor's property or goods. Exhibitor is specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In execution of this application, EXHIBITOR FULLY RECOGNIZES THAT IF EXHIBITOR IS HURT AND/OR PROPERTY IS DAMAGED WHILE ON BENY PREMISES, EXHIBITOR WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED EXHIBITOR'S INJURY OR DAMAGE BY THEIR NEGLIGENCE.

Right of Refusal

By execution of this application, Exhibitor agrees that Bike New York in its sole and absolute discretion can accept or deny this Application for Exhibitor Registration for any reason whatsoever. Exhibitor also agrees that Bike New York reserves the right to reject or restrict any exhibit that they determine is objectionable, in poor taste, illegal, or not in keeping with the quality or character of BENY. Further, Exhibitor agrees that Bike New York, in its sole and absolute discretion can revoke an Exhibitor's registration and/or participation at any time and for any reason, including but not limited to undesirable behavior, abusive or offensive language, and/or distribution of unregistered or unlawful goods.

Force Majeure

Exhibitor agrees that in the case of war, acts of terrorism, fires, floods, acts of God, power or other utility failures, strikes, government regulation or restrictions, public enemy or other cause beyond the reasonable control of Bike New York, BENY or any part thereof may be prevented from being held. In that case, Bike New York, in its sole discretion, shall refund to the applicant Exhibitor, its proportionate share of unused funds.

Final Decisions

Should any question arise whether provided for in these Rules, Regulations, and Policies or not, the decisions of Bike New York and show management shall be final and binding on each and every Exhibitor.