

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

## SHOW RULES & REGULATIONS

**FINAL SAY:** Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Failure to comply with the rules & regulations as stated here and in the Exhibitor Kit will result in alteration or removal of booth, booth personnel and/or product and jeopardize Exhibitor's participation in future shows. Booth Rental Fees are nonrefundable.

**ASSIGNMENT OF SPACE, EXHIBIT STAFFING:** No Exhibitor shall assign or sublet or share any part of its assigned space without the written consent of Show Management in writing. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management. Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. Exhibits must be manned during the official show hours. Early breakdown will be considered a violation and a fine will be assessed.

**EXHIBITOR CONDUCT:** Exhibitor shall not permit non-exhibiting companies' representatives to conduct business in their Exhibit Space. Exhibit Space must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. No exhibits or advertising will be allowed to extend beyond the Exhibit Space allotted to Exhibitor, or above the back and side rails of such Exhibit Space. Exhibitor agrees not to schedule tours, meetings, activities or other events that might reasonably be expected to draw attendance away from the Show during any part of official Show hours. Exhibitor will not be allowed into the Exhibit Area after Show hours.

Exhibitors are allowed to display or distribute only within their Exhibit Space. Show Management reserves the right to require the immediate removal or dismantling of an Exhibit or the products or services exhibited if the products or services materially vary from the description, photographs, samples or drawings submitted by Exhibitor or are not consistent with the Show or the purposes set forth in the Agreement. The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. In no event shall Exhibitor use its Exhibit Space to promote any other exhibition or conference.

All exhibits must remain fully assembled, installed and operational until the Show has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Show may result in a refusal by Show Management to accept or process exhibit space applications submitted by Exhibitor for subsequent exhibitions. In the event damage or loss occurs to an Exhibitor's display/exhibit and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute.

Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at the Show or any Show-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

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**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. In no event shall Exhibitor use its Exhibit Space to promote any other exhibition or conference. Exhibitor is liable for any damage or loss it causes to the Exhibition Facilities or Exhibit Space equipment, its own property or to the property of others. In the event damage or loss occurs to an Exhibitor's display/exhibit and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute. Show Management reserves the right to require Exhibitor to submit a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Show. Show Management reserves the right of final approval as to which publications. Show Management reserves the right to require the immediate removal or dismantling of an Exhibit or the products or services exhibited if the products or services materially vary from the description, photographs, samples or drawings submitted by Exhibitor or are not consistent with the Show or the purposes set forth in this Agreement.

**DISTRIBUTION OF PROMOTIONAL MATERIALS:** Distribution of marketing and promotional materials is strictly limited to inside the Exhibitor's booth. Exhibitors may NOT allow staff or representatives to distribute or place materials in any space within the show or lobby, or anywhere outside their booth that is within the show boundaries. Marketing materials include but are not limited to fliers, brochures and promotional items of any kind. Any promotional materials found in the show common areas will be confiscated and disposed of. Any personnel found distributing these materials will be removed from the premises. Any Exhibitor whose name appears on the materials or is associated with the materials will be held responsible and will be subject to penalties stated above.

**NUDITY:** Nudity is prohibited. All individuals must be properly clothed. Sheer or otherwise transparent garments are not acceptable forms of dress on the Show floor. Special displays and/or performances including but not limited to models with body paint or skin decoration, in-booth performances of any kind, etc., must be pre-approved in writing by Show Operations. Failure to comply will result in the removal of such models/performers/ booth personnel from the show and jeopardize exhibitor's participation in future shows.

**NO PHOTOGRAPHY:** Exhibitors and Attendees are prohibited from taking any type of photograph or videotape of the Exhibition or any other Exhibit Booth/Product without the consent of Informa. Unauthorized use of photography equipment or videotape equipment may be subject to confiscation by Informa.

**MUSIC & SOUND:** Show Management provides music for the show. Music & sound amplifying devices, other than those provided by Show Management, are prohibited. If an exhibitor has A/V equipment, sound must be turned OFF.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**PROPERTY LINES & COURTESY:** Exhibitor's exhibit or products may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Show Management's Operations Staff.

Buyers may not be solicited in any area outside of your exhibit space. No exhibitor may stand in front of or enter another exhibitor's booth space without permission.

**DEMONSTRATIONS, MODELS:** All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits. Personnel (including but not limited to models, performers, artists & specialty demonstrators) participating in demonstrations must be inside Exhibitor's booth space at all times and not performing, displaying or otherwise conducting promotional exhibitions of any kind outside Exhibitor booth space. Failure to comply will result in the removal of such models/performers/ booth personnel from the show and jeopardize exhibitor's participation in future shows.

Exhibitors planning to have celebrities in their booths that will draw crowds must hire security to control said crowds and keep aisles clear. If an exhibitor fails to control autograph seekers/crowds, show management will retain additional security in an attempt to manage the crowd at the exhibitor's expense. If you are planning a booth demonstration or celebrity appearance, please make arrangements for security with our official security provider, [Citadel](#).

**SIGNS:** Exhibitor agrees to change any sign determined by Show Management not to be in the best interest of the Show.

**BALLOONS & GAS:** Balloons are prohibited. Neon or other gas-based signs are prohibited.

**ANIMALS:** Service Animals (i.e. dogs that are individually trained to do work perform tasks for people with disabilities) are welcome at the Javits Center—provided they are leashed or under similar control as appropriate. No other animals are permitted in the Center except as part of an approved exhibit, activity or performance legitimately requiring the use of animals.

The owner must bring necessary papers or identification for their service animal to receive certification at Show Registration. The owner takes full responsibility of his/her animal.

**NOISE & OBSTRUCTION:** Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**FIRE PROOFING:** All materials used in construction and decoration of an exhibit must be flame retardant. Fabrics must be certified as flame retardant or a sample must be available for testing. Materials which cannot be treated to meet the requirements may not be used. Please review all fire safety regulations in this kit.

**AUDIO VISUAL EQUIPMENT:** Flat screen TVs or plasma displays may be mounted on the outside of raw space booth walls but may not extend above the 8ft height limit. For package booths over 400 square feet, the above a/v equipment is allowed but must be placed inside booth walls. A/V equipment is prohibited in standard booths. Where A/V equipment is allowed, sound must be turned OFF. Please see Exhibitor Kit for more information.

**HALOGEN LIGHTING:** The use of any stem mounted halogen or other fixtures employing either a linear quartz bulb or a non-shielded halogen bulb is prohibited. Stem mounted fixtures employ an arm that extends outward from the mounting mechanism, and which is typically terminated in a light head that pivots, swivels, or is otherwise movable.

**FORWARD INFORMATION:** It is Exhibitor's responsibility to forward all pertinent booth rules and regulations information to any Exhibitor Appointed Contractor, Expo Company, builder or agent (collectively "EAC") that designs, constructs or assembles booth on their behalf. Please see Exhibitor Kit for fixture order deadline, late fees and more information.

**MERCHANDISE REMOVAL:** During the first two show days, merchandise may be removed from the exhibit areas prior to 8:00 a.m. or after 6:00 p.m. each day with a Merchandise Release Form. These forms are available from Show Management. On the last day of the show, merchandise may not be removed until the close of the show at 4:00 pm

**SERVICE CONTRACTORS:** Show Management, through a bidding process, selects and appoints certain show and exhibitor service contractors who are permitted to identify themselves as "Authorized Contractors" to the Show. The use of Authorized Contractors at the Show is highly recommended by Show Management. If Exhibitor desires to appoint a contractor other than an Authorized Contractor (an "EAC") to perform I & D Services (as defined below) at the Show, Exhibitor shall be required to certify to Show Management that (i) such EAC is, and as of the Show will be, a party to a collective bargaining agreement with a union labor organization qualified to perform I & D Services at the Show; and (ii) all I & D Services performed at the Show for Exhibitor by such EAC shall be performed exclusively by employees who are members of the local of that union ("Local Union") and the Local Union has jurisdiction in the City and Exhibition Facilities where the Show is being held. Show Management may receive some economic benefit when Exhibitors use services provided by Authorized Contractors, which may help Show Management defray the overall Show and booth costs. For purposes of this Section "I & D Services" means all services associated with the erection, touch-up painting, dismantling and repair of exhibits, including, without limitation, the installation, dismantling and/or removal of wall coverings, floor coverings, pipe and drape, hanging of signs and decorative materials, placement of exhibit-related signs and the erection of platforms for exhibit-related purposes.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**EXHIBITOR APPOINTED CONTRACTOR (EAC):** Exhibitor Appointed Contractors are not permitted to set up service booths at any of the Convention Centers. When using an independent contractor to install or dismantle a booth, several requirements must be met. Please see the "Labor" tab for specific requirements and forms.

**AVAILABLE SERVICES:** On behalf of the Exhibitors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Kit to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations pertaining to union labor are determined by the contracts between the local unions and the contractors. These regulations may be changed at any time without notice. Exhibitor agrees to comply with all union requirements in effect at the time of the Show.

**TYPE OF BOOTH:** If Exhibitor is unsure which type of booth they have contracted, it is their responsibility to contact their sales representative for clarification.

**INTELLECTUAL PROPERTY RIGHTS:** Show Management requires exhibitors to respect the intellectual property rights of third parties. If Show Management receives credible information indicating that a third party's intellectual property rights are being violated by an exhibitor, Show Management may (but is under no obligation to) require the exhibitor to provide evidence of its right to use such intellectual property. If the exhibitor refuses to do so, Show Management reserves the right to remove the exhibitor from the premises.

Complaints about trademark infringements or duplicated items must be taken up with your own attorneys.

**RETAIL SALES PROHIBITED:** Retail sales are absolutely prohibited during the Show. Exhibitors must not complete sales by receiving payment or delivering their products in the Exhibition Facilities during the Show. Violation of this rule may result in Exhibitor's Exhibit Space being repossessed by Show Management. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its Exhibit Space. Consumer (public) shows will not be subject to the foregoing restriction on retail sales. Selling, as opposed to order taking, may require the payment of state and/or local sales tax and may subject Exhibitor to civil or criminal liability for failure to register with state and/or local authorities and/or failure to pay sales tax.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**LOTTERIES/CONTESTS:** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Show Management. Exhibitor will be solely responsible for such legal compliance.

**PROTECTION OF FACILITIES:** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management, the convention hall manager or their assistants.

Distribution of gummed promotional stickers or labels is strictly prohibited. Any actions necessary for the protection and/or repair of the premises, equipment or furnishings will be at the expense of the exhibitor.

**EXHIBITS MOVE IN, MOVE OUT:** Movement of exhibits in and out of the Hall must be handled by official Show contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Kit. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends. Please refer to Exhibitor Kit for detailed information.

**CARDBOARD DISPOSAL:** All exhibitors must flatten and separate cardboard for disposal.

**AGE RESTRICTION:** No children (under the age of 18) are permitted during move-in and move-out.

**CLOSED-TOED SHOES:** All booth staff in the hall during set-up and tear-down are required to wear closed-toed shoes for safety purposes. Any exhibitors found not to be in compliance will be asked to leave the hall.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**SAFETY:** All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor agrees to comply with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

**SECURED STORAGE:** Accessible storage is complementary that is only available to badged exhibitors on a first come, first serve basis. Access and release of items are subject to show hours and subject to closure on the last show day. Absolutely no items made of paper, cardboard, or wood can be accepted in secured storage. This complementary storage is for the sole use of storing items that contain your booth merchandise & products. No items used to build, construct, furnish, decorate, or used to create displays will be accepted. All items accepted must be properly labeled. The contents of any accepted items will not be inventoried nor recorded. To claim items badged exhibitors must be in possession of relevant paperwork.

**SECURITY:** Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Show Hours. Exhibitor should consider arranging security for its specific booth space for either during or after Show hours.

**TAXES, PERMITS AND LICENSES:** Exhibitor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Exhibitor's activities at the Show. Exhibitor will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Show. Exhibitor will not permit the delivery of merchandise at the Exhibition Facilities without the express permission of Show Management.

# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**AMERICANS WITH DISABILITIES ACT:** Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act (“ADA”). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor’s booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

**ATTENDANCE:** Show Management shall have sole control over admission policies at all times.

**Credentials:** Exhibitors must, at all times including but not limited to set-up and break-down, wear a Show Management issued exhibitor credentials to enter the Exhibition Facilities. Due to security regulations, Exhibitors may be asked to present photo ID to receive credentials. All Exhibitors must identify all personnel who will be working in Exhibitor’s Exhibit Space. All Exhibit Space must be staffed by Exhibitor personnel during all hours the Show is open. Exhibitors are encouraged to limit staff count to two (2) personnel per 100 square feet

**ELECTRONIC MESSAGES:** By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Informa plc., its affiliates and partners as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

**OUTSIDE EXHIBITS/ FUNCTIONS/ HOSPITALITY SUITES:** Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

**EXHIBITOR LISTING:** Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show’s directory listing or in any related materials.

**SPONSORSHIP AGREEMENT:** All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

**ADDITIONS OR CORRECTIONS:** Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.



# COTERIE MAGIC

**SEPTEMBER 18-20, 2022**

JAVITS CENTER, NYC

**ADDITIONAL BRAND(S) IN BOOTH:** No Exhibitor shall assign, sublet or share any part of its assigned space without the written consent of Show Management. Any Exhibitor who wishes to display additional brand(s) in its booth must submit the additional brand(s) to Show Management for approval. Upon Show Management's written approval, Exhibitor will be required to pay an additional fee per brand. If unapproved brands are found in Exhibitor's booth, exhibitor's booth will be closed down. All monies paid by exhibitor will be forfeited.

**BOOTH CONSTRUCTION, DÉCOR AND ARRANGEMENT:** All booth décor rules published in the exhibitor kit are hereby incorporated into the show rules and regulations.

**CATERING/OUTSIDE FOOD:** Cultivated is the exclusive catering company at the Javits. Any food brought in from the outside requires approval and will be assessed corkage fees.