

New York Hilton

MIDTOWN

Outside Vendor/Contractor Exhibit and Production Guidelines

Loading/Unloading of Trucks:

Loading and unloading of trucks must be handled by union personnel. The local Teamsters union normally handles unloading and loading of all trucks that are 24' or longer. To make arrangements for Teamster labor please contact:

Anthony Storz

Teamsters Local No. 807

P: 917-709-5009 or 718726-2525 ex 132

E: tstorz@ibt807.com

www.teamsterslocal807.net

Exhibit Regulations:

Driving of trucks, unloading of trucks and delivery of all drayage and equipment to the exhibit hall must be performed by union personnel. Typically, this is handled by the local Teamsters union.

The set-up of the exhibition hall and all "off stage" displays must be performed by union personnel. The local Carpenter's Union and the local Exhibition Employees union normally perform this work. To make arrangements for Exhibition labor please contact:

Kenny Kerrigan

I.A.T.S.E. Local 829

P: 347-407-5685

E: kkerrigan829@aol.com

Individual Exhibitors may only bring into the ballroom what they can carry in one (1) load via service elevators and set-up within 30 minutes with no tools. Exhibitors will not be allowed to use hotel equipment to move their materials into the ballroom. All exhibits that do not meet these criteria must be set-up by the stagehands/decorators unions.

Hotel employees may not deliver/pick-up any freight or packages into/from the exhibit area. In the event that the department responsible for packages must bring a box to the area, there will be an additional charge and they will only go to the front door and will not be allowed to enter the exhibit area.

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Audio Visual:

Encore is the onsite vendor for New York Hilton Midtown. Encore is a global event production company providing full-scale in-person, hybrid and virtual event technology solutions. Jennifer Golomb, Sr. Director of Sales, will provide a comprehensive proposal after discussing your production requirements and cost alignment. Encore has a proven record of service excellence and competitive pricing and is committed to providing a seamless experience and value for you, your speakers, and attendees. Encore is highly recommended by the hotel management staff and our customers. Customer references are available upon request through:

Jennifer Golomb
Encore Sr. Director of Sales
New York Hilton Midtown
1335 Avenue of the Americas
New York, NY 10019

Direct: 212.261.2157

Cell: 201-284-9943

jennifer.golomb@encoreglobal.com

If an outside vendor is selected, they must follow all rules of the hotel. Please refer to this entire document for specific requirements for security, insurance, hold harmless, personnel, load in procedures etc.

The employees of The New York Hilton Midtown and Encore are covered by a collective bargaining agreement. Hotel Motel Trades Council Local One AFL-CIO represents said employees. Any and all Production Companies operating inside the New York Hilton Midtown are expected to abide by these rules. With the exception of the following management or non-union production positions, all other labor should conform to the guidelines below.

- A) The exempted positions are for supervisory positions (not handling equipment), and include the following; show manager, stage manager, lighting director, technical director. Exempted technical positions include; teleprompter operator, language translation specialists, and still photographer.
- B) Any production company bringing in audio/visual staff to the New York Hilton Midtown is required to staff Encore Union AV technicians at a ratio of one Encore Union Technician for every two outside technicians.
- C) Encore technicians are required to be present while any hotel owned equipment and/or systems are in use in any Hotel function space. This specifically includes Ballroom console lighting, scissor lifts, and all rigging points throughout the Hotel.

Screens that are built in will be made available at the current rates. A schedule of charges for the use of these are available from Encore or from your Event Service Manager or Catering Manager.

Truss and lighting systems in the Grand Ballroom, Mercury Ballroom, and Trianon Ballroom are exclusively owned by Encore. You can contact our in-house Production provider (Encore) directly for rental rates.

- A) The stage areas of the Grand Ballroom, Mercury Ballroom, and Trianon Ballroom have built in lighting systems. Production companies working on the stage must make arrangements in advance for the use of existing overhead theatrical fixtures.

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- B) Encore has exclusive rights to all rigging points throughout the New York Hilton Midtown function space. Encore motors and staff must be used for all rigging services. All rigging work requires a completed rigging form, which is reviewed and approved by an Encore Rigging Coordinator.
- C) In-house scissors lifts can be rented from Encore. Arrangements **MUST** be made in advance for the rental of these units. Non-hotel personnel will not be permitted to use these lifts if arrangements are not made in advance. Encore technicians are required to operate the in-house lift. Bringing in outside lifts must meet all codes and regulations of NYC and NY State, as well as hotel rules and regulations. Masonite boards are required to protect hotel carpeting. Any damaged caused by outside units from, but not limited to hydraulic leaks, wheel marks and/or any other mechanical issues will be the sole responsibility and cost of said production and/or outside Audio Visual Company.
- D) The house truss is normally in use for lighting, sound systems, and other fixtures that are either Hotel or Encore owned. Production Companies wishing to have these fixtures cleared prior to their arrival should make advance arrangements. Charges for stripping and restoring these systems are available from Encore.
- E) All third party vendors planning to do audiovisual work within our facility must assume complete responsibility for equipment loss or theft. The facility accepts no responsibility for vendors' lost or stolen property.
- F) All third party vendors planning to do audiovisual work within our facility must properly dress (drape) all screens, carts and stands in accordance with Encore' standards.
- G) All third party vendors with power requirements within our facility must provide needs and diagrams to align with the electricians on services needed.
- H) To maintain the integrity of our in-house audio system, outside vendors are not permitted to patch into this system unless approved by Encore. All bidding must include the provision of an auxiliary sound system for all meeting rooms. Encore can remove this permission if they feel that the integrity of the hotel audio systems is being compromised.
- I) Storage space for outside audiovisual vendors will be the sole responsibility of the audiovisual vendor. The facility will make every effort to secure space once notification is given, but is under no obligation to provide such space. If space is available, the client or group folio will be billed rack rate for such space. Space being "held" and/or reserved for your meetings must be utilized for meetings or group office space. It may not be utilized as storage for a third party vendor. No equipment or cases are to remain in the "back of the house" areas at any time.
- J) The Hotel reserves the right to refuse or deny property access to any ThirdParty Supplier if the above requirements are not met.
- K) All audio-visual agreements outlined in the Resort Sales Contract will be extended only if Presentation Services is the primary audio-visual provider for Group's event. If Encore is not selected by Group as the primary audio-visual provider, all such agreements with respect to audiovisual will not apply to your Group's event.

Encore handles Union compliance labor directly with outside AV companies. Note that Encore labor will only take equipment that has already been unloaded and does not unload equipment from trucks. The contracted party (client) is responsible for ensuring any outside audio visual vendor is union compliant, adhering to the 2:1 rule noted above.

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Outside Theatrical Production/AV companies must make arrangements to have their trucks unloaded by Teamsters. To make these arrangements please have them contact the below Teamster Union Halls to make these arrangements which are specific to Production companies:

Mr. Frank Connolly
Teamsters Local 817
C: 917-842-4833

Or

Edward McMahon III
Local 1 IATSI
C: 646-522-6711
P: 646-265-7638
E: emcmahon@iatse-local.org

NOTE: This is **NOT** to be confused with Exhibits and Tradeshow which fall under a separate teamster union(s) purview as provided within the guidelines on pg.1

Contract Security:

1. Every Contract Security Officer coming on duty, shall sign in & out at the New York Hilton Midtown Security Control Station on a daily basis. This is located at Lobby Level.
2. No Contract Security Officer shall carry a firearm on the premises.
3. No Contract Security Officer shall be assigned by a Contract Security Company who has been convicted of a Felony involving theft, arson, assault with a deadly weapon, murder, rape or burglary.
4. No Contract Security Officer shall solicit, accept or attempt to remove any item from any exhibit, display, or other functions in the New York Hilton Midtown.
5. While on duty, no Contract Security Officer shall smoke in public, drink alcoholic beverages, or act in any manner which would reflect unfavorably upon himself (herself), his (her) employer or the New York Hilton Midtown.
6. Contract Security Officers shall remain in their assigned areas of responsibility at all times.
7. The New York Hilton Midtown reserves the right to remove any Contract Security Officer from the premises at any time, to be replaced immediately at the expense of the Contract Security Company.
8. The Contract Security Company shall sign the attached “Hold Harmless agreement.”
9. The Contract Security Company shall provide an Insurance Policy with the minimum amount of \$5,000,000.00 (five million dollars) with the Certificate Holder listed as “New York Lessee LLC d/b/a New York Hilton Midtown” and list “Hilton Domestic Operation Company Inc. including each of their parent, subsidiaries, affiliates and employees” as additional insured.

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10. The Contract Security Company shall provide proof of Workers Compensation (Minimum: \$1,000,000) to include Personal Injury which includes False Arrest; Detention; Imprisonment, or Malicious Prosecution; Libel; Slander; Defamation; Violation of Right of Privacy; Wrongful entry of eviction or other Invasion of Right to Privacy Occupation.
11. The Contract Security Company shall provide proof of the company's Employee Fidelity Bond.
12. All Contract Security Officers shall wear a uniform as deemed by the Contract Security Company at all times. The uniform shall be professional in nature and shall include a picture ID and nametag with company name and or logo. Jeans, shorts and sneakers, even if considered part of the Contract Security Company uniform, are not considered professional attire and therefore are not to be worn when working at the New York Hilton Midtown. Any Contract Security Officer failing to meet uniform standards will be replaced immediately at the expense of the Contract Security Company.
13. Any Contract Security Officer found sleeping while on duty will be removed from the premises and replaced immediately at the expense of the Security Company. The individual found sleeping will not be allowed to work at the New York Hilton Midtown at any future time.
14. In order to adequately provide coverage, the following staffing must be provided: With three (3) or more Security Officers on a twenty-four (24) hour continual schedule, a Supervisor will be required.
15. With five (5) or more Security Officers on a twenty-four (24) hour continual schedule, a Supervisor and Relief Officer will be required.
16. All Contract Security personnel are required to be state licensed, bonded and thoroughly trained in compliance with the State of New York standards of the Department of Consumer Affairs, Bureau of Security and Investigative Services.
17. The Contract Security Company shall provide a current copy of the company's Patrol Operators (PPO) license and New York City Business license.
18. The Contract Security Company shall provide to the New York Hilton Midtown the contracted schedule of when and where all security officers will be located no later than 48 hours prior to the event start date.
19. The Contract Security Company shall provide the New York Hilton Midtown a 24-hour access telephone or pager number for any emergencies.
20. The New York Hilton Midtown security department will not be responsible for providing break relief for any Contract Security Company. Break coverage is solely the responsibility of the Contract Security Company.
21. It is the responsibility of the Contract Security company to update all forms that are required on an annual basis or prior to each occasion the Contract Security company works in the New York Hilton Midtown (NO LATER THAN 48 HOURS PRIOR TO START DATE OF THE EVENT). If these forms are submitted later than 48 hours prior to the start date of the meeting, there will be a \$300 processing charge which will be the responsibility of the Contract Security Company.

If any of the above rules are violated, the New York Hilton Midtown reserves the right to immediately remove the Contract Security company and all its agents from the hotel and ban them from working at the New York Hilton Midtown at any future time.

Contractor/Vendor Billing:

Unless requested by the authorized client contact and the Hotel's group billing coordinator, all production-related charges will be the sole responsibility of the production company/vendor. All estimated charges will be due in advance and are subject to normal prepayment schedules. If credit needs to be established, contact the Hotel's Credit Office for credit application and approval.

Contractor/Vendor Personnel:

1. Areas of Access: All contractors/vendors must stay in designated job site areas. Access to "front of house", guest elevators/floors or "back of house" kitchen, offices etc. is not allowed.
2. Bag Check: All bags and boxes are subject to a Security check upon entering or leaving the building.
3. Behavior: Profanity, loud or aggressive behavior and/or lack of respect for customer, hotel guests, hotel management or employees will not be tolerated.
4. Cafeteria: Under no circumstances are vendors/employees to use the Hotel Employee Cafeteria.
5. Dress Code: All contractors/vendors will be required to wear uniforms during performance of their contracted job duties while on site. If no uniforms are provided, the Hotel requires that all workers are dressed with shirts, closed toe shoes, long pants or dress shorts; tank tops, bare backs, bathing suits, torn clothing or T-shirts with offensive pictures or language will not be permitted during performance of job duties.
6. Drugs/Alcohol: The Hotel is committed to a drug and alcohol-free work place.
7. Food & Beverage: Vendors/Contractors are allowed to use hotel outlets for food service only. No discounts are allowed. No large parties (in excess of 4 persons) will be allowed. No alcohol may be consumed while on hotel property. Behavior must be in accordance with other points outlined in policy.
8. Employee Locker Room: These are for the sole use of hotel employees and are not to be used by contractor/vendor.
9. Entrance: Unless otherwise directed, vendors may only use hotel employee entrance, and are required to check in with security to receive visitor pass. Pass must be worn at all times for access to any area beyond the loading dock. Photo ID is also be required.
10. Hotel Equipment: Contractor/Vendor is not authorized to use any tools, ladders, motorized equipment or other furnishings of the hotel without express written permission from hotel management.
11. Identification: All vendor employees must have a government recognized form of identification while on hotel property.
12. Personal Business: Family members and friends are not allowed on hotel property.

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13. **Personal Property:** In no event shall Hotel, Owners or Hilton Domestic Operation Company Inc. including each of their parent, subsidiaries, affiliates and employees be liable for any damage to or loss of personal property sustained by Contractor or its employees.
14. **Smoking:** There is no smoking allowed on hotel property.
15. **Supervision:** Each contractor/vendor company will be responsible for providing a primary contact or supervisor along with a cell number for the individual. The designated contact or supervisor will be responsible for the actions of their employees at all times while on the hotel premises and will respond positively to Hotel Security or Management when addressed. The designated contact or supervisor will be responsible for informing and ensuring that all crew members involved in any phase of production (either on a full or part-time basis) are made aware and knowledgeable of the conditions listed in this policy.
16. **Work Area:** All contractor/vendor work areas must be kept clean and safe at all times; Hotel employees are not responsible for cleaning up after a job set up, during excursions, or job teardown.

If at anytime any of the above-mentioned policies are violated, the Hotel reserves the right to require Contractor's operations to cease if, in the Hotel's reasonable estimation, these policies are not being adhered to.

Diagrams/Permits:

City of New York Bureau of Fire Prevention and Public Safety regulations must be followed without exception. It is the responsibility of the contractor/vendor to produce scaled diagrams of the Production area. All necessary permits and approved diagrams must be submitted to the Hotel Event Services office for review 45 business days prior to load in. Assigned Event Manager will advise on any logistic, safety or equipment concerns.

Door Dimensions:

Grand Ballroom	59"w x 82"h
Mercury Ballroom	52"w x 81"h
Trianon Ballroom	57"w x 81"h
Americas Hall I	116"w x 84"h
Rhineland	108"w x 120"h

Electrical:

The New York Hilton Midtown requires that all electrical power, and the labor to install, operate and remove, be provided by the hotel engineering department for all functions on hotel property. Pricing for electrical services will be coordinated through our in-house Production team, Encore. See Audio Visual above section for contact information.

To ensure the safety of our guests and team members and the integrity of the building, outside vendors providing equipment and labor for power, will be required to provide five million dollar proof of insurance for general liability, as well as the minimums noted in the hold harmless agreement. Electricians must be bonded and certified in this state. In addition, to maintain the integrity of the building, a hotel designated supervisor will be scheduled for all hours of install and dismantle. This will be charged directly to the group master unless otherwise directed to be pre-paid by the outside vendor.

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All of the following points must be strictly adhered to:

1. All work performed by the electrical contractor will be done in accordance with professional electrical standards and codes, utilizing the latest applicable equipment. All work must conform to New York City Building Code and all the laws pertaining thereto. Tradeshows and their exhibitors are not allowed to do any electrical work.
2. Electrical service will begin from the main power source in the ballroom or exhibit space of hotel and include all electrical services for customers (whether for an association or an exhibitor) to include all power, related materials and equipment, and labor to provide the necessary services to the electrical service customer.
3. Encore production team will receive all advance orders and interface with all electrical service customers on electrical requirements. Electrical contractor will provide service desk space and personnel and accomplish all billing and collections for electrical services it provides. All orders are to be placed (4) weeks prior to the arrival on site to insure proper engineering staffing levels and on-time delivery of power drops. Adjustments to the order within 72 hours of the event may incur additional fees. A schedule of charges for electrical connections is available through Encore. All on-site orders for Electrical are subject to on site rates.
4. Prior to the start of any electrical work, electrical contractor will discuss, with a designated representative of the Encore production team, a layout of the stated event. Copies of permits and drawings will be delivered to and approved by Property Operations before actual work begins. Approval or disapproval will be given within seven (7) days requested.
5. Electrical contractor will defend, hold harmless, and indemnify the New York Hilton Midtown from and against all liability, cost and expense (including reasonable attorney's fees resulting from claims of injury (including death) to persons or damage to property arising out of electrical contractors negligent provision of electrical services for electrical service customers.
6. Electrical contractor shall provide the New York Hilton Midtown with a Certificate of Insurance verifying Commercial General Liability coverage with a minimum of \$5,000,000 combined single limit liability per occurrence, and Workers Compensation coverage with a statutory minimum of \$500,000 combined single limit of liability per occurrence. Additionally, the certificate shall name the New York Hilton Midtown and its officers, directors and employees as additional insured's as to electrical contractors' negligent provision of electrical services for electrical service customers.

NOTE:

200amp / 3 Phase power drops in our Grand Ballroom, Trianon Ballroom or Mercury Ballroom requires constant supervision. Should the power remain active after 11:30pm, a certified hotel electrician will be posted to monitor this power drop. A seven-hour minimum, at the prevailing rate, will be applied and charged to the group's master account. Should this service not be required, power will be turned off promptly at 11:15pm. NOTE: should there be a request for power to remain on after 11:30pm, regardless of the amount of time, the seven hour minimum will be charged to the group master account.

Exits:

At no time may any egress to a designated exit be blocked or have any obstruction. No curtains, drapes, or decorations shall be hung in such a manner as to cover any exit signs. Adherence to all local fire codes will be the sole responsibility of the outside vendor. All additional "EXIT" signs must be illuminated and battery-operated.

Exposition/Drayage:

1. Prior to finalizing exhibitors' kits, a copy must be sent to the Hotel Event Manager for approval.
2. As Encore is the official in-house A/V, phone, internet & electrical provider for the New York Hilton Midtown, they are to be included as the A/V contractor in all exhibitors' kits, unless the client has confirmed use of another A/V company for their events at the hotel.
3. All exhibitor drayage must be sent to the Exposition/Drayage warehouse for storage. This point should be emphasized in the exhibitors' kit sent to the individual exhibitors. The hotel reserves the right to refuse all shipments sent to the hotel prior to the exhibit hall set-up date. If the exhibitor arranges with the hotel and the drayage company to have its shipment arrive on set-up date, it is the responsibility of the Exposition/Drayage vendor to take receipt and possession of the freight.
4. All packages/freight from the exhibit area for pick-up by selected carriers will be the responsibility of the drayage company to inspect forwarding labels and bills of lading. The Drayage Company will have the exhibitor sign a document releasing the hotel's liability and accountability over the packages/freight turned over to the drayage company for pick-up from the hotel.
5. It is the responsibility of the Exhibition/Drayage Company to hire labor to direct traffic while the tractor-trailers are pulling in or out of the loading dock. Additionally, if the tractor nose is on the sidewalk, it is the responsibility of the Exposition/Drayage Company to hire labor to divert pedestrian traffic around the sidewalk.
6. The Exposition/Drayage Company must establish a manned work station on the loading dock and in the exhibit hall.
7. A head foreman must be present at all times on the loading dock during move-in and move-out, as well as a lead supervisor located in the exhibit hall.
8. The Exposition/Drayage Company must have all personnel check in with Hotel Security to obtain visitor badges.
9. During break periods, one Exposition/Drayage representative must be present in the exhibit hall and one representative must be present on the loading dock, in order to receive and distribute freight to meet exhibitor requirements.
10. A direct contact phone number for the Drayage/Exposition Company's on-site representative must be provided to the Loading Dock Manager during the entire move-in and move-out of the exhibit hall.
11. If the hotel elects to accept drayage for exhibitors prior to set-up date, the Exposition/Drayage Company will take possession of the freight on the loading dock on the set-up date.

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Shipping Address

Name (of person who will be on-site)
Company Name
C/O New York Hilton Midtown
1335 Avenue of the Americas
New York, NY 10019
Attention:Package Room

Hours of Operation

Monday to Saturday 7AM – 8PM
Sunday 8AM – 6PM
Hours may vary depending on Hotel Convention Business.

Shipping, Receiving & Storage Processing Fees:

Boxes up to 15 lbs.	\$4.00 per box
Boxes 16 to 30lbs.	\$6.00 per box
Boxes 31 to 50 lbs.	\$12.00 per box
Boxes 51 o 75 lbs.	\$18.00 per box
Boxes 76 to 99 lbs.	\$25.00 per box
Boxes 100 lbs or more	\$25.00 per box plus \$.20 per pound over 100 lbs
Display Cases	\$35.00 each
Pallets	Additional \$60.00 per pallet
Storage	Based on quantity and size of parcel

- Please be advised the Hotel Package Room will not accept or store crates.
- The Package Room Management reserves the right to NOT accept boxes which are damages during shipping, unsafe or too large.
- Parcels are accepted 3 days prior to arrival.
- Number each box and know its contents. This helps when a specific box needs to be located immediately (i.e. 1 or 2; 2 of 2)
- If there is more then one on-site location, label the boxes with their specific delivery location and time.

12. The Exposition/Drayage Company must provide Safety signs while performing their task in the loading dock and exhibit areas.
13. It is the sole responsibility of the Facilities Department to clean exhibitor booths. The Exposition/Drayage Company must provide cleaning form in the Exhibitor Packet.
14. The hotel will turn over a clean, cleared and vacuumed exhibition hall to the Exposition/Drayage Company on the date of set-up. In return, the exhibition hall must be given back to the hotel in the same condition (clean and cleared) at the time that is outlined in the client’s contract. If the Exposition/Drayage Company goes beyond the contracted time without prior written authorization from the hotel, there will be a charge of \$300.00 per hour, for every hour the vendor goes over the contracted

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time. If the Exposition/Drayage Company does not give the hotel the exhibition hall back clean and cleared there will be a \$500.00 fee charged to the Exposition/Drayage Company. The Exposition/Drayage Company will not be allowed to work on hotel property again, until the above charges are paid in full.

15. Packages/pallets may be staged on the loading dock for pick-up by a selected carrier upon approval from the Loading Dock Manager and for a period not to exceed 24 hours.

Fire Marshal Approval:

New York Hilton Midtown floor plans were approved prior to being issued a public assembly permit for that area. If deviations from these approved floor plans exist, it is the responsibility of the vendor/contractor to submit, obtain and pay for any processing fees. Temporary public assembly permits are obtained through the Building Department at the below address. Four copies of final approved diagrams are to be submitted to the Event Services/Catering office at least 14 days prior to load-in. **No vendor will be allowed to load-in without a pre-approved plan.**

Department of Buildings
Executive Offices
Attn: Satish K. Barbbar
60 Hudson St
New York, NY 10013

Fire Watch:

A manned fire watch may be required by the City of New York Bureau of Fire Prevention and Public Safety. Vendor/contractor is responsible for submission of application, obtaining permits and all associated fees for processing and fire personnel required.

Floor Load Limitations:

Grand Ballroom	100 lbs. per square foot
Mercury Ballroom	100 lbs. per square foot
Trianon Ballroom	100 lbs. per square foot
Rhinelanders	100 lbs. per square foot
Americas Halls	175 lbs. per square foot

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Food & Beverage:

No sample foods, beverage products or donated food and beverage products may be distributed by exhibitors except upon written authorization by the New York Hilton Midtown.

Due to state law, you may not bring alcoholic beverages into the hotel. In addition, prior approval must be received from the Catering department before you bring in non-alcoholic beverages or any food from outside sources ~ this includes samples, donations and giveaways.

After approval by the hotel, any exhibitor that will be preparing or displaying food products within the exhibit hall must take precaution for protecting permanent carpet by using visqueen, mats, plastic, etc. Any damages incurred to property of the New York Hilton Midtown will be a cost incurred by the exhibitor in repairing or replacing, whichever is applicable.

Freight Elevators:

Contractors are not permitted to operate the Hotel's Freight Elevators. The Hotel's Freight Elevator must be operated by the Hotel's unionized staff. The Elevator Operator will control elevator traffic, as at times the freight elevator will need to be used by the Hotel.

During vendor/contractor break periods, the freight elevators must be left empty so that the elevator may be used for other purposes.

HOTEL LARGE FREIGHT ELEVATOR ~ CAR # 23

For Access to: Ground, 2 and 3
Dimensions: 33' 5" L X 11' 4" X 11' 9" H
Door opening: 11'4"W x 11'9"H
Capacity: 33,000 lbs

HOTEL SMALL FREIGHT ELEVATOR ~ CAR #20

For Access to: Sub-basement through the 3rd floor
Entrance: 53"W x 83 1/2" H
Elevator dimensions: 113 "D x 72"W x 96"H (Small ceiling roof hatch in rear of car, 24" X 16")
Capacity: 6,000 lbs

AMERICAS HALL FREIGHT ELEVATOR ~ CAR #1

For Access to: Americas Hall 1&2
Entrance dimensions: 9' 5" H X 11' 9" H
Elevator dimensions: 24' L X 9' 5" W X 13' 9" H
Capacity: 16,000

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AMERICAS HALL FREIGHT ELEVATOR ~ CAR #2

For Access to: Americas Hall 1&2

Dimensions: 25' 10"L x 10' 8"W X 13' 8" H

Door opening: 10' 8"W x 11' 9"H

Capacity: 16,000

Haze Machines

Any group that requires water based haze machines or other similar devices must have a permit issued from the FDNY. The permit application must be done by the client directly to the FDNY at explounit@fdny.nyc.gov. The phone number for the Bureau of Fire Prevention Explosives Unit is 718-999-1595.

Once the permit is approved, an inspector from the FDNY will arrive to the hotel on the day of the event and issue the permit to the person that requested it. If they cannot find that person they will seek out the catering/event manager handling the event or the hotel FSD.

Heating and Theatrical Displays:

Use of Candles, fuels for heating food such as Sterno®, cooking stations using butane, lasers and fog machines are subject to federal, state or local regulation which shall be adhered to. It is the responsibility of vendor/contractor to obtain and pay for all permits. Permits must be submitted to Hotel Event Services offices 10 days prior to event.

Hold Harmless:

The enclosed hold harmless agreement must be signed and submitted 30 days prior to event.

Insurance Requirements:

A certificate of Insurance is required for all vendors working within the New York Hilton Midtown. The following are the minimum insurance requirements. Certificate must be submitted to hotel event/catering manager 30 days prior to event. Note: Security, Rigging and Electrical Contractors are required to carry \$5 million in general liability.

- *Commercial General Liability:* Not less than \$3,000,000 combined single limit for bodily injury and property damage. This limit is subject to change based on the scope of work.
- *Automotive Liability:* Not less than \$3,000,000 combined single limit for bodily injury and property damage.
- *Employers Liability:* Not less than \$500,000 combined single limit.

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- Workers Compensation: In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that the company has legally non-subscribed to the applicable Workers Compensation Act.
- Property Insurance for Contractor's tools and equipment. In no event shall Hotel, Owners or Hilton Hotels Corporation be liable for any damage to or loss of personal property sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of Hotel, Owners or Hilton, its employees, officers, directors, or agents.
- Certificate Holder reads as follows:
New York Lessee LLC d/b/a New York Hilton Midtown
1335 Avenue of the Americas
New York, NY 10019
- Additional insured box reads as follows:
Hilton domestic Operation Company Inc. including each of their parent, subsidiaries, affiliates and employees.

The Certificate of Insurance will be required (1) month prior to the start of the convention.

Labor Guidelines for Exhibitions:

All exhibit and display work in the New York area must be done by union personnel.

There are four major unions that have jurisdiction over trade shows. The following should help guide you in conforming to union jurisdiction and its adherence to them when required.

Teamsters Union – Teamsters handle freight at the exhibit hall. They unload all trucks of vehicles. They also provide rigging of machinery moving services and spot machinery in the booth. The normal rigging crew consists of three men. Customarily, this service must be ordered as needed at exhibitor's expense.

Carpenters Union – Carpenters handle the erection and dismantling of display and exhibit booths. This also includes all display work. Carpenters uncrate/re-crate machinery or equipment, and install/remove all draping and floor covering.

Exposition Workers – Exposition workers deliver freight to exhibitor's booth after it has been unloaded by teamsters and handle the reverse movement of this freight at the conclusion of the show. They also deliver furniture and floor covering. They may assist carpenters in the erection and dismantling of exhibits and displays. The first two men required for this type of work must be carpenters, and a 3rd man (if required) must be an exposition worker.

Electrical Union - All power requirements will be supplied by the hotel. Electricians handle all electrical work, which includes supplying power lines to your booth, connecting equipment to the proper outlets, and installing any signs or headers that are lighted, unless they are permanently attached to the exhibit back wall.

What you can do without union personnel in the New York area - contrary to popular belief, exhibitors are allowed to do a few jobs in the comfort and privacy of their own booth. Hopefully this guideline will help.

Exhibitors may install and dismantle their own exhibit and lay their own carpet in their own exhibit area as long the booth size is 100 sq. ft. (10'x10') or less and the following conditions are met:

- 1) The set-up can be reasonably accomplished in ½ hour or less.
- 2) No tools are used in the assembly or dismantle.
- 3) Individuals performing the work must be full time employees of the exhibiting company and carry identification to verify this fact.

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Exhibitors are allowed to unpack and repack their own products (if in cartons, not crates) and are allowed to do technical work on their machines, such as balancing, programming, cleaning of machines, etc. Exhibitors may “hand carry” or use nothing larger than a two wheel baggage cart (rubber or plastic wheels only) to move their items. Exhibitors may move a “pop-up” display (equal or less than 10’ in length) capable of being carried by hand by one person. The individuals moving the item must be full time employees of the exhibiting company and must carry identification to verify this fact.

International Brotherhood of Electrical Workers Local 3

James Robson, Business Representative (718) 591-4000, Ext 2

Exhibition Employees Union Local 829

Manuel Farina, Vice President (212) 679-1164 & Kenny Kerrigan (347) 407-5685

Exhibition and Display New York District Council of Carpenters

Jeremy Milin, Council Representative, (917) 376-5545 or (212) 366-7345

Teamsters Local No. 807

Tony Storz, Vice President, (917) 709-5009 or (718) 726-2525, ext 132

Local One IATSE Stagehands

Edward McMahan, Business Manager (646) 265 – 7638 or (212) 333-2500

Robert Nimmo, Business Manager (212) 333-2500 ext. 32

Load In/Out:

A report will be completed with Hotel and Contractor/Vendor Representative ***prior to load in.*** Digital photos and diagramming of location of any existing damage will be documented. Contractor/Vendor must sign off on report. A copy will be provided to contractor/vendor, hotel security and contracting group representative.

A report will be completed with Hotel and Contractor/Vendor Representative at the completion of the show. Digital photos and diagramming of location of any incurred damage or trash will be documented. Any damages to the areas and facilities utilized by the contractor/vendor will be the responsibility of the contractor/vendor; estimated repair costs will be quoted by a Hotel representative in writing to said contractor/vendor. Estimated repair costs will be the sole responsibility of the contractor/vendor; full payment will be required ***prior to departure.*** Contractor/Vendor must sign off on report. A copy will be provided to contractor/vendor, hotel security, hotel finance and contracting group representative.

Drayage companies are required to use a protective material (**masonite**) in any space that is scheduled for exhibits and has hotel carpet and/or marble. This includes (but not limited to) Americas Hall I & II, Grand Ballroom, Rhinelander, Murray Hill Suite, Gramercy Suite, Nassau Suite, Sutton Complex, Gibson Suite, Clinton Suite, Madison Suite, Morgan Suite, Bryant Suite, 2nd Floor Promenade and 3rd Floor Promenade. Failure to provide a protective floor covering will result in a \$5,000 surcharge.

Loading Dock:

The address of the Hotel Loading Dock is 130 West 54th Street (between 6th and 7th Avenues) for access to the Ballroom and/or Exhibit Hall. Note that the loading dock will have (2) linen deliveries Monday – Saturday between the hours of 6pm-9pm. There is a Food delivery between 4am-6am (3) days a week. A schedule request of load-in/load-out times must be submitted to the Event Experience office no less than 10 days prior to start date for all activities for approval, including all sub-contractors that have been hired by the vendor. Please schedule your load in/out using the following link: www.opendock.com

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All trucks loading or unloading of exhibit material are to be initially staged west of 7th Ave on 54th Street. As 54th Street East of 7th Ave. is considered a quiet zone, all loud disturbing noises (i.e. horn blowing) are to be avoided unless an emergency exists, which would warrant this type of activity. At no time shall any vehicle block access to 1325 & 1335 loading dock entrance ways. Violations will result in an immediate shut down of dock areas. All truck cabs must disengage from trailers when loading or unloading at 1325 Ave of Americas dock. Pedestrian passage via sidewalks must not be impeded.

1. The Hotel Loading Dock is 11'9" high and 22'10" wide. It has 2 bays. The largest bay will accommodate a tractor-trailer 41' in length and 11'9" in height. The other bay will accommodate a tractor-trailer no longer than 33' long and 11'9" high. The Dock can handle trailers with cabs, not extending on the sidewalk, up to 41" long. Served by one freight elevator outlined above, adjustable from the street level to 4' height. There is also a ramp with a conveyor belt which feeds to the 2nd floor. Ramp and conveyor belt are accessed from the permanent concrete platform in the smaller bay that is 41" high.
2. The Americas Hall loading dock located on 54th Street between 6th & 7th Avenue. The dock is 14' high and 23' wide. It has 2 bays and both will accommodate a tractor trailer of 40' in length. The bays have hydraulic levelers that are 82" wide x 80" deep. The dock can handle trailers with cabs not extending on the sidewalk up to 40' long. Trailers with sleeper cabs will not fit.
3. Trailers with refrigerator units on top will not fit in any of the docks but can be unloaded on the street with a forklift.

Charges will apply for the Americas Hall Loading Dock Security during off-hour labor.

Monday – Friday from 6pm – 6am

Saturday & Sunday All Hours

Hourly Cost \$300.00 plus 8.875% New York State Sales Tax for Dock Security

Moving Equipment:

The contractor /vendor must supply their own transportation devices (to include: flatbed trucks, forklifts, electric and manual pallet jacks, packaging materials and equipment) to move equipment in and out; carts or lifts should be electrical. It is imperative that the vendor provide sufficient amounts of equipment to move the drayage as it is against hotel regulations to lend any hotel equipment to outside contractors or vendors.

Forklifts must have a back-up light and must be Liquid Propane Operated Lifts or battery operated (for outdoor use only). Forklifts used indoors must be battery operated. Spare LPG tanks must be stored on racks on the loading dock. The only way a forklift is to be operated in the meeting space is with hotel management and security department present due to limitation of height clearance and fire code standards. All forklifts and electric pallet jacks must only be used by experienced drivers who are certified by OSHA. Please bring a copy of the certificate for Hotel Security to review.

Protective Floor boards (carpet on bottom side) must be provided by the vendor and used when moving in drayage or any other heavy freight into the ballrooms. All boards must be in place before drayage may be brought to the exhibition hall. Protective boards may not be stored on the loading dock

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When designing stage sets, screens, draping, etc., safe and proper access into ballroom areas from back service corridors must be established. Safe access paths into each room must be created; obstruction by equipment, cables, A/V cases, etc. will not be allowed.

OSHA:

It is the responsibility of the vendor to ensure that work is conducted in a manner that will not pose any potential safety hazard to either guests or Hilton employees and meet Hotel, State and OSHA fire and safety codes. Hotel management has the authority to not allow entry of guests into the room until any unsafe conditions have been satisfactorily corrected. FDNY codes must be followed as well.

Parking:

Upon approval of the loading dock manager, trucks and containers may be **temporarily** parked at the Hotel Loading Dock and must be removed as soon as they are emptied. Vehicles used in the delivery, transportation, or storage of equipment cannot be left on Hotel property overnight. Arrangements for removal of vehicles or containers will remain the responsibility of the contractor/vendor. Any vehicles left on Hotel property overnight, without written hotel approval, will be towed at the vendor's expense.

Pyrotechnics:

Exterior Pyrotechnics: Prohibited by state law.

Any vehicles brought into the building must adhere to the following regulations: gas tank must be empty (gas gauge to read empty), battery cables must be disconnected and taped, gas caps must be locking and visqueen must be placed under the vehicle.

Rigging:

Encore is the exclusive rigging contractor for the New York Hilton Midtown. Encore is responsible to ensure overhead safety for all public Function Space within the hotel. Rigging encompasses attaching motors, trussing, lighting and audio to the ceiling. Encore will provide all necessary rigging labor for productions at the hotel. Please contact Encore as listed below:

Encore has exclusive rights to all rigging points throughout the New York Hilton Midtown function space. Encore motors and staff must be used for all rigging services. All rigging work requires a completed rigging form, which is reviewed and approved by an Encore Rigging Coordinator.

Jennifer Golomb
Encore Sr. Director of Sales
New York Hilton Midtown
1335 Avenue of the Americas
New York, NY 10019

Direct: 212.261.2157
Cell: 201-284-9943

The stage areas of the Grand Ballroom, Mercury Ballroom, and Trianon Ballroom have built in lighting systems. Production companies working on the stage make arrangements in advance for the use of existing overhead theatrical fixtures.

Outside Production Companies wishing to rig at the New York Hilton Midtown must contract through Encore. Charges for riggers are available through Encore

Encore has exclusive rights to all rigging points throughout the New York Hilton Midtown function space. Encore trusses and motors must be used when installing trusses, lighting, or sound systems.

Outside Production companies wishing to hang their own lighting fixtures (or projectors) on the house truss must use house riggers.

In-house scissors lifts can be rented from our Audio Visual provider, Encore. Arrangements must be made in advance for the rental of these units. Non-hotel personnel will not be permitted to use these lifts if arrangements are not made in advance. Encore technicians are required to operate the in-house lift. Bringing in outside lifts must meet all codes and regulations of NYC and NY State, as well as hotel rules and regulations. Any damaged caused by outside units from, but not limited to hydraulic leaks, wheel marks and/or any other mechanical issues will be the sole responsibility and cost of said production and/or outside Audio Visual Company.

The house truss and the stage weight fly system are normally in use for lighting, sound systems, and other fixtures that are either Hotel or Encore owned. Production Companies wishing to have these fixtures cleared prior to their arrival should make advance arrangements. Charges for stripping and restoring these systems are available from Encore.

Safe Work Practices & Miscellaneous:

It is the responsibility of the vendor to ensure that all areas (including back of the house) production equipment and cords are secured in such a manner that it will not pose any potential safety hazard to either guests or Hilton employees and meet Hotel, State and OSHA fire and safety codes.

1. Aisles and emergency exits shall be kept free of debris at all times and maintain a minimum width of 24".
2. Floors shall be kept clean and dry.
3. Floors and platforms shall be kept free of projections, obstructions, holes and loose boards.
4. Machinery and equipment shall be arranged to maintain a 24" wide aisle for safe egress from building, or a warning sign shall be posted with padding to increase safety.
5. Exits shall never be blocked or obstructed.
6. Fire extinguishers shall not be blocked or obstructed at any time.
7. Safety devices and guards shall not be removed and/or will be replaced before operating any machine.
8. All control buttons and switches shall be properly identified as to its function and purpose.

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9. All control buttons and switches shall be color-coded.
10. All emergency equipment shall be inspected regularly and kept in good working order.
11. All unsafe work conditions shall be reported to Hotel Security.
12. Report all accidents or illnesses immediately to Hotel Security.
13. Report any safety device that is missing or inoperative i.e. machine guards, emergency stop buttons.
14. Oily rags and containers that contained flammable liquid shall be disposed of in covered metal containers immediately after use and emptied each day.
15. A qualified person shall perform all maintenance of equipment.
16. Horseplay and running are forbidden.
17. Vendors/Contractors shall use proper lifting techniques as outlined in the Back Injury Prevention Program, to avoid over extension when lifting.
18. Personal firearms or other weapons are not allowed on property.
19. Vendors/Contractors must report all unsafe work practices to their supervisor and/or Hotel Security.
20. Vendors/Contractors must know the Hotel's fire evacuation procedures and must follow appropriate directions from their supervisor and/or Hotel Security.
21. An MSDS (Material Safety Data Sheets) shall be provided to Hotel Security for any chemicals that will be used or brought onto the property.
22. Vendors/Contractors shall refer to container label or MSDS for recommended personal protective equipment for any hazardous chemical or substance being used.
23. Vendors/Contractors who require the use of the forklift must be certified and be in possession of certification when driving vehicle.
24. Working height limitations within the exhibit halls vary depending on facility. As a general rule, the following height restrictions will apply; 2nd floor space 9ft. 8in., Americas Halls 15ft. There are areas of Americas Halls where security cameras are located at 14ft. 6in.
25. No products or materials shall be hung, fixed, taped, glued, nailed and/or attached to any wall or column in the building(s). Any damage caused by the above shall be billed directly to the exhibitor.
26. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to the permanent structure of the building(s). All signs must be hung by union carpenters.
27. Any damage to the building(s) caused by the exhibitor or subcontractors (i.e. I&D) will be billed directly to the exhibitor.
28. Air balloons (helium) are permitted in the building with permission by the show manager.
29. No holes may be drilled, cored or punched in the building.
30. No painting of signs, displays, or other objects is permitted in the building.
31. "Glitter" is not permitted in carpeted areas of the building.

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32. No maintenance, electrical room, food pantry, or fire exit doors or panels may be blocked in any way.
33. No tape, other than low adhesive line tape, will be permitted on any carpeted or marble surfaces.
34. Chalk is not permitted for markings.
35. The running of any cables or similar material is not permitted across any doorway floor.
36. No animals are permitted in the building without written consent by show management and approved by the hotel. All the necessary insurance forms and waivers are required.

Scheduling Load In / Load Out:

A complete move-in/move-out schedule request must be provided to the Events Department / Catering Department in writing no later than four (4) weeks from the show move-in day. Any changes to this schedule must be communicated to the Convention Service Manager or Catering Manager immediately. Except for a mechanical or weather-related emergency the schedule that has been provided will be strictly adhered to. Additional costs for loading dock labor will be passed along to the drayage company should the schedule change without sufficient notification.

Shipping Companies:

1. The vendor must provide their own moving equipment and packaging supplies. No moving equipment will be provided and any packaging supplies requested will be purchased at current prices. Credit card payment will be due prior to delivery of any supplies.
2. All delivery/pick-up schedules for packages for the shipping company must be arranged with the Event Manager handling the program at least ten (10) days in advance. If advance scheduling does not take place, the shipping company will not be allowed access to the Loading Dock.
3. All movements by the shipping company must utilize the Service elevators. Under no circumstance is a Guest elevator to be used for movement of materials. If the vendor would like to use the freight elevator, an elevator operator must be hired, two weeks in advance at \$275.00 an hour, with a four-hour minimum.
4. Any movement of boxes requested to be handled by the Package Room will be charged per box. Credit card payment will be due prior to delivery of any boxes.

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Shipping, Receiving & Storage Processing Fees:

Boxes up to 15 lbs.	\$4.00 per box
Boxes 16 to 30lbs.	\$6.00 per box
Boxes 31 to 50 lbs.	\$12.00 per box
Boxes 51 to 75 lbs.	\$18.00 per box
Boxes 76 to 99 lbs.	\$25.00 per box
Boxes 100 lbs or more	\$25.00 per box plus \$.20 per pound over 100 lbs
Display Cases	\$35.00 each
Pallets	Additional \$60.00 per pallet
Storage	Based on quantity and size of parcel

5. The Loading Dock will not designate any staging or holding area for packages processed by the shipping company. All staging and holding must be in assigned meeting space from the organization which hired the shipping company.
6. Preferred courier labels and envelopes will not be provided to any exhibitor utilizing the services of the shipping company.
7. The return address on all labels put on packages shipped by the shipping company should clearly indicate the name of the shipping company on them.
8. A management contact and telephone number must be provided to the hotel to refer inquires of missing boxes to after the end of the event.
9. The shipping company must be clear of the meeting space being used at the time indicated in the sales contract with the client. Unless written approval is given in advance by the hotel, if the vendor leaves their items in the area beyond the contracted time there will be a charge based on the size and quantity for each hour over the contracted time. The shipping company will not be allowed to work in the hotel again, until such charges are paid in full.

Sound and Lighting:

The New York Hilton Midtown requires that all sound and lighting equipment, and the labor to install, operate and remove, and the rigging of any equipment from the ballroom ceilings be provided by the in house Audio Visual company, Encore, for all functions on hotel property. Screens that are built in will be made available at the current rates. A schedule of charges for the use of these is available from Encore.

Sound levels are to be appropriate for the contracted space and are not to interfere with activities of any other group. Please respect any request regarding sound levels you may receive from Hotel Management. The Hotel reserves the right to immediately terminate any event in the case of inappropriate sound level. Sound Checks for rehearsals must be approved in advance.

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Storage:

Storage space for outside vendors/contractors will be the sole responsibility of the selected vendor. The New York Hilton Midtown will make every effort to secure space, once notification is given, but is under no obligation to provide such space. If space is available, the vendor will be charged published rental for such space. No equipment or cases are to remain in the "back of the house" areas at any time. Any empty cases are to be removed from the hotel and brought back for load-out.

- A) New York Hilton Midtown Ballrooms are not lockable and the hotel will not be responsible for the security of any equipment brought into the hotel. Arrangements for properly licensed and insured security guards may be made through your Meetings & Conventions or Catering Manager. Private security guard agencies may be used with the approval of the New York Hilton Midtown, please contact your convention Services Manager or Catering Manager for a listing of approved companies.
- B) Production Companies using rear-screen setups may at their own discretion store cases in their immediate back-stage area.
- C) The offstage areas of the Grand Ballroom, Mercury Ballroom, and Trianon Ballroom are not to be used for equipment or case storage.
- D) Production Companies will not be permitted to leave any materials, equipment or cases in any hallway, public space or other area that interferes with the day-to-day operations of the hotel.

Telephone & Internet Connectivity:

All telephone and internet requirements are to be communicated to the Encore Sales Manager (3) three weeks prior to arrival to ensure proper technician staffing levels and on time delivery of internet drops, analog telephone lines and telephone devices. A schedule of charges for Telephone and Internet is available from your Encore Manager. All on-site orders for Telephone and Internet are subject to on-site rates. Overnight, weekend and holiday installations are subject to additional charges.

- A) All analog telephone lines, analog phone sets, digital phone sets, VOIP phone sets, and speakerphones will be charged at appropriate rates. Additional programming features such as forwarding and rollover\hunting to additional extensions will be charged at appropriate rates. These services are provided exclusively by Encore. Please contact your Encore Manager for specific pricing.
- B) Local and long distance telephone usage will be charged at appropriate rates. Please contact your Encore Manager for specific pricing.
- C) All Internet (data) connections, both wired and wireless, will be charged at appropriate rates based on bandwidth allocation. Additional charges will apply for features such as static IP addresses and VLAN programming. These services are provided exclusively by Encore. Please contact your Encore Production Manager for specific pricing.

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D) Production Companies may elect to contract with a third-party, non-Hilton providers to bring internet circuit(s) to the property. External vendors are prohibited from accessing the PBX room/d-marc and the provider will need to coordinate with hotel on appropriate termination points.

Trash Removal:

The contractor/vendor is held completely responsible for leaving the facility or facilities utilized in the same condition prior to load-in. The contractor/vendor is held completely responsible for maintain a clean and safe working environment during load in, setup, breakdown and load out. This will include disposal of trash, props, cardboard boxes, pallets etc. and vacuuming of floor where deemed required (vacuum of exhibit booth interior prior to show opening), loading dock, service elevator landings, elevators and hallways used to access exhibit/function areas.

Walk Through Report:

A hotel representative will schedule to conduct a walk through of all areas for load in, set up and event in advance of load in to document the condition of space. Contractor is required to participate in the walk through and sign off on the report prior to load in. At the conclusion of the event, after load out, a walk through will be conducted to document condition of space. Contractor is required to participate in the walk through and sign off on the report prior to departure. All fees assessed for damage must be settled/paid for prior to departure.

The undersigned is an authorized Agent of Contractor and has read and agreed to all terms of conditions to perform services on hotel property.

<Name of Vendor/Contractor>

Dated: _____

By: _____

Printed
Name: _____

Title: _____

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New York Hilton

MIDTOWN

HOLD HARMLESS AGREEMENT

This Agreement is made this [] day of [], 201____, by and between NEW York Hilton Midtown (the “Hotel”) and [_____insert full legal name of outside contractor/vendor] (“Contractor”). The parties hereto agree as follows:

Contractor has been retained by [] (“Group”) as a contractor for Group’s event at the Hotel over the dates [] (“Event”). The Hotel shall allow Contractor to provide services to Group at the Hotel for the Event. In exchange for this valuable consideration, Contractor agrees and covenants as follows:

I. INDEMNITY:

A. Contractor including, without limitation, its affiliates, agrees to indemnify, defend and hold harmless Hotel, its owners [list names of owners if required] and Hilton Hotels Corporation (including each of such entities’ owners, partners, subsidiaries, affiliates and franchisees) and their respective members, partners, officers, owners, agents, employees, parents, affiliates, insurers, successors, or assigns (collectively, the “Indemnitees”) from and against all loss, claims, demands, actions or causes of action, liabilities, damages, fines, expenses, costs of whatsoever nature (including reasonable attorney’s fees and costs) whether by reason of death or injury to any person or loss of or damage to any property or otherwise (“Claims”) including Claims which may be asserted by third parties, arising out of, resulting from or in any way connected with, in whole or in part: (a) any breach of the Agreement by Contractor; (b) the activities of Contractor (or any of its employees, agents, exhibitors, guests or attendees) at the Hotel or any related act or failure to act by Contractor or its parties (including but not limited to any omission or act taken or committed by Contractor in any way related to the Event).

B. Contractor agrees to carry contractual liability insurance to cover the Indemnitees for any claims arising from the indemnity provisions set forth in paragraph A above and provide the Hotel a current certificate evidencing such coverage. Such insurance must name each of the Indemnitees identified in paragraph A above as additional insured and shall include the CG 20 10 endorsement or its equivalent to the certificate.

C. For the purpose of these indemnities, the activities of Contractor and its agents or employees on or about the Hotel premises shall be deemed to relate to Contractor’s activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment.

D. Hotel shall have the right to employ its own counsel and to assume its own defense in connection with any action or proceeding to which this indemnification, hold harmless, or defense obligation would be applicable, but the reasonable fees and expenses of such counsel shall be borne by Contractor and shall be paid when due.

II. INSURANCE:

A. Contractor understands that in order for it to provide services on the Hotel premises, Contractor must meet certain insurance requirements. A current certificate evidencing the below listed coverage is required and must be provided at least twenty (20) days' before the Event.

- *Commercial General Liability*: Not less than \$3,000,000 combined single limit for bodily injury and property damage. This limit is subject to change based on the scope of work.
- *Automotive Liability*: Not less than \$1,000,000 combined single limit for bodily injury and property damage.
- *Employers Liability*: Not less than \$500,000 combined single limit.
- *Workers Compensation*: In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that the company has legally non-subscribed to the applicable Workers Compensation Act.
- *Property Insurance* for Contractor's tools and equipment. In no event shall Hotel, Owners or Hilton Hotels Corporation be liable for any damage to or loss of personal property sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of Hotel, Owners or Hilton, its employees, officers, directors, or agents.

B. Contractor waives on behalf of its self and its insurers all rights against Hotel, Owners or Hilton Domestic Operation Company Inc. including each of their parent, subsidiaries, affiliates and employees for recovery of damages to the extent these damages are covered by its insurance regardless of deductibles and/ or limits, if any.

C. Such insurance must name the Indemnitees as additional insured under both the General and Automobile liabilities policies on from CG 20 10 endorsement or its equivalent.

D. Certificates of Insurance should be sent to your Hotel Event Manager. Failure to provide such insurance will prohibit Contractor from accessing the Hotel premises.

III. MISCELLANEOUS

A. The Hotel is committed to a drug and alcohol free work place. In addition, it is a requirement that all persons on the Hotel premises conduct their job duties in a safe manner. The Hotel reserves the right to require Contractor's operations to cease at any time if, in the Hotel's reasonable estimation, these two policies are not being adhered to.

B. Contractor understands and agrees that Contractor is being employed by Group and that the Hotel has no relationship with Contractor outside of the fact that some of the work Contractor is providing to Group will be performed or utilized at the Hotel. Contractor acknowledges and agrees that Contractor has not been promised, and will not claim, any payment or consideration from Hotel either for complying with the terms of this Agreement or for any other reason.

C. This Agreement shall be governed by and construed in accordance with the laws of the state where the Hotel is located. Notwithstanding termination or expiration of the Event, this Agreement shall continue to survive. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof and constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by both of the parties. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any proceeding or succeeding breach; any waiver is only valid if in writing signed by the party making the waiver. The headings and titles to the paragraphs of this Agreement are inserted for convenience only and shall not be deemed a part of or effect the construction or interpretation or any provision hereof. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

Neither party hereto shall be deemed to be the drafter of this Agreement and, if this Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Agreement or any provision hereof against either party as the drafter hereof. If any phrase, clause or provisions of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provision of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

AGREED AND ACCEPTED:

HOTEL:

CONTRACTOR

New York Lessee LLC d/b/a New York Hilton
Midtown

[FULL LEGAL NAME OF CONTRACTOR]

By: _____

Name: [_____]

Title: [_____]

Date: [_____]