

EXHIBITOR-APPOINTED CONTRACTORS APPLICATION/CONTRACT

Deadline: 30 March 2018

An exhibitor-appointed contractor (EAC) is any company (or individual) that is hired to install/dismantle/provide service to an exhibitor at EBACE2018 (e.g., installation/dismantle contractors, booth designers, non-official florists, furniture suppliers, laborers, etc.).

An exhibitor may use an EAC if:

- 1) The service to be performed is not listed as an exclusive service
- 2) The exhibitor has designated the company as their EAC to EBACE management on the Intent to Use Exhibitor-Appointed Contractor form
- 3) The EAC submits the Exhibitor-Appointed Contractors (EAC) Application/Contract to EBACE management, agreeing to all requirements
- 4) The EAC has been approved by Palexpo

EBACE Management may deny access to EBACE2018 to EACs if these requirements have not been met or when determined to be in the best interests of the show.

EAC INSURANCE REQUIREMENTS

EAC agrees to maintain the insurance coverages listed below at all times during EBACE2018, including move-in and move-out periods. Evidence of insurance coverage must be available for inspection at Palexpo. EBACE Management reserves the right to request evidence of insurance coverage at any time. These requirements in no way limit the liability of the EAC.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

EAC must maintain worker's compensation and employers' liability insurance in accordance with statutory limits.

COMMERCIAL GENERAL LIABILITY INSURANCE

EAC must maintain commercial general liability insurance, including broad form contractual liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit for bodily injury and property damage, at least \$2,000,000 for products-completed operations aggregate, at least \$1,000,000 for personal and advertising injuries and at least \$100,000 for damage to premises rented to you.

AUTOMOBILE LIABILITY INSURANCE

An EAC that owns or operates any vehicle at Palexpo must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at Palexpo, but not less than \$500,000.

GENERAL INSURANCE REQUIREMENTS

All insurance must be primary and non-contributory to any other insurance coverage and EAC must obtain a waiver of subrogation on each policy in favor of the additional insured parties. EBACE, LLC; National Business Aviation Association, Inc.; European Business Aviation Association; Palexpo; and Freeman must each be named as additional insured on the liability insurance policies.

INDEMNIFICATION; ASSUMPTION OF RISK

EAC shall indemnify EBACE and each facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors, against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) that arise from any acts or omissions of EAC related to EBACE2018, including, without limitation, any activities they may be conducting at the event, or from any breach by EAC of any term of this contract. EAC acknowledges that it assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to the event, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law.

WAIVER OF LIABILITY

Under no circumstances will EBACE be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of EAC, regardless of whether such losses or damages were foreseeable or EBACE Management was informed of the possibility of such losses or damages. The maximum liability of EBACE under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to EBACE.

AGREEMENT WITH RULES

EAC agrees to comply with all EBACE2018 rules and regulations, including those found in the Exhibitor Service Kit, and shall ensure that its actions do not cause an exhibitor to violate the EBACE2018 rules and regulations or the EBACE2018 Exhibitor Contract Terms & Conditions.

VIOLATIONS

EBACE Management may deny the EAC access to EBACE2018 if EAC fails to comply with the terms of this contract or the EBACE2018 rules and regulations. EBACE will not be liable to any exhibitor or EAC for any losses that result from an EAC's failure to comply.

AGREEMENT

By signing the EBACE2018 Exhibitor-Appointed Contractors (EAC) Application/Contract, EAC agrees to comply with all terms and conditions of EBACE management, as stated within this document, the EBACE2018 rules and regulations and on the EBACE2018 website.

Please complete this form in English.

EXHIBITING COMPANY: _____

STAND NUMBER: _____

EAC COMPANY: _____

EAC ADDRESS: _____

EAC ON-SITE CONTACT NAME: _____

ON-SITE CONTACT MOBILE NUMBER: _____

ON-SITE CONTACT EMAIL ADDRESS: _____

SERVICES TO BE PERFORMED: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

EBACE MANAGEMENT CONTACT

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