



EXHIBITOR-APPOINTED CONTRACTORS APPLICATION/CONTRACT

Deadline: 9 February 2018

An exhibitor-appointed contractor (EAC) is any company (or individual) that is hired to install/dismantle/provide service to an exhibitor at ABACE2018 (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 ABACE management on the Intent to Use Exhibitor-Appointed Contractor form
- 3) The EAC submits the Exhibitor-Appointed Contractors (EAC) Application/Contract to ABACE management, agreeing to all requirements
- 4) The EAC complies with all performance bond requirements

ABACE management reserves the right to deny access to ABACE2018 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 ABACE2018, including move-in and move-out periods. **Evidence of insurance coverage must be available for inspection at the Shanghai Hongqiao International Airport and the Shanghai Hawker Pacific Business Aviation Service Centre.** ABACE 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

WORKERS COMPENSATION

Statutory as per the respective state or country

EMPLOYERS LIABILITY

Bodily injury by accident (\$100,000 USD each accident); Bodily injury by disease (\$100,000 USD each employee & \$500,000 USD policy limit). Employers liability coverage must include coverage territory provisions to include the territories for which the event will take place.

COMMERCIAL GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY INSURANCE

EAC must maintain comprehensive general liability insurance, including broad form contractual liability coverage, with limits of at least \$1,000,000 combined single limit, per occurrence, for personal and advertising injury, bodily injury and property damage. This 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. National Business Aviation Association, Inc.; Shanghai Hongqiao International Airport and the Shanghai Hawker Pacific Business Aviation Service Centre and Freeman must each be named as additional insured.

AUTOMOBILE LIABILITY INSURANCE

EAC that owns or operates any vehicle at Shanghai Hongqiao International Airport and the Shanghai Hawker Pacific Business Aviation Service Centre must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles, but not less than \$1,000,000 (USD). This 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. National Business Aviation Association, Inc.; Shanghai Hongqiao International Airport and the Shanghai Hawker Pacific Business Aviation Service Centre and Freeman must each be named as additional insured.

IDEMNIFICATION; ASSUMPTION OF RISK

EAC shall indemnify Show Management 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 ABACE201, including, without limitation, any activities they may be conducting at the Event, or from any breach by EAC of any term of this contract.



Exhibitor 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 the negligence of Show Management 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 Show Management 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 Show Management was informed of the possibility of such losses or damages. The maximum liability of Show Management under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to Show Management.

AGREEMENT WITH RULES

EAC agrees to comply with all ABACE2018 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 ABACE2018 rules and regulations or the ABACE2018 Exhibitor Contract Terms & Conditions.

VIOLATIONS

ABACE Management may deny the EAC access to ABACE2018 if EAC fails to comply with the terms of this contract or the ABACE2018 rules and regulations. ABACE Management 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 ABACE2018 Exhibitor-Appointed Contractors (EAC) Application/Contract, company agrees to comply with all terms and conditions of ABACE management, as stated within this document, the ABACE2018 rules and regulations and on the ABACE2018 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: _____

ABACE MANAGEMENT CONTACT

Rachel Thomas

Email: rthomas@nbaa.org