EXHIBITOR-APPOINTED CONTRACTOR (EAC) APPLICATION/CONTRACT
Deadline: August 11, 2017

An exhibitor-appointed contractor (EAC) is any company (or individual) that is hired to install/dismantle/provide service to an exhibitor at NBAA-BACE (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 NBAA management on the Intent-to-Use Exhibitor-Appointed Contractor form
3) The EAC submits the Exhibitor-Appointed Contractor (EAC) Application/Contract to NBAA management, agreeing to abide by all requirements
4) The EAC has a permit from the Las Vegas Convention and Visitors Authority to work as a contractor at the Las Vegas Convention Center.

Exhibitors who plan to use a firm that is not designated as an NBAA official service contractor must complete the online EAC Intent-to-Use Form for each company contracted to work on their booth.

Additionally, the designated EAC must complete the EAC Application/Contract by August 11, 2017, or they will not be permitted to service your exhibit. If the requirements have not been met by the August 11, 2017, deadline, the exhibitor will be required to hire the services of the NBAA-BACE official service contractor, Freeman, for the installation and dismantling of their stand and they will bill accordingly.

NBAA reserves the right to deny access to 2017 NBAA-BACE 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 NBAA-BACE, including move-in and move-out periods. Evidence of insurance coverage must be available for inspection at the Las Vegas Convention Center (LVCC). NBAA reserves the right to request evidence of insurance coverage at any time. These requirements in no way limit the liability of EAC.

WORKERS’ COMPENSATION & EMPLOYERS LIABILITY INSURANCE

WORKERS’ COMPENSATION
Statutory as per the respective state or country

EMPLOYERS LIABILITY
Bodily Injury by Accident ($100,000 each accident); Bodily Injury by Disease ($100,000 each employee & $500,000 policy limit). Employers Liability coverage must include coverage territory provisions to include the territories for which the event will take place.

COMMERCIAL GENERAL 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.; Las Vegas Convention and Visitors Authority; and Freeman must each be named as additional insured.
AUTOMOBILE LIABILITY INSURANCE
EAC that owns or operates any vehicle at the LVCC must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at the LVCC, but not less than $500,000. 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.; Las Vegas Convention and Visitors Authority; and Freeman must each be named as additional insured.

INDEMNIFICATION; 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 NBAA-BACE, 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 NBAA-BACE 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 NBAA-BACE rules and regulations or the NBAA-BACE Exhibitor Contract Terms & Conditions.

VIOLATIONS
NBAA may deny the EAC access to NBAA-BACE if EAC fails to comply with the terms of this contract or the NBAA-BACE rules and regulations. NBAA 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 NBAA-BACE Exhibitor-Appointed Contractor (EAC) Application/Contract, company agrees to comply with all terms and conditions of NBAA management, as stated within this document, the NBAA-BACE rules and regulations and on the NBAA-BACE website.

See sample certificate of insurance for example.

Please provide the following:

EXHIBITING COMPANY:..................................................................................................................

BOOTH NUMBER:...........................................................................................................................

EAC COMPANY:..............................................................................................................................

EAC ADDRESS:..............................................................................................................................
EAC ON-SITE CONTACT NAME:______________________________________________________________

ON-SITE CONTACT PHONE NUMBER:__________________________________________________________

ON-SITE CONTACT EMAIL ADDRESS:____________________________________________________________

SERVICES TO BE PERFORMED:_________________________________________________________________________________________

SIGNATURE:________________________________________________________________________________

PRINTED NAME:____________________________________________________________________________

DATE:___________________________________________________________________________

**NBAE CONTACT:**
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