EXHIBITOR-APPOINTED CONTRACTOR (EAC) APPLICATION/CONTRACT

An Exhibitor-Appointed Contractor is any individual (or company) that is not an employee of your company hired to install/dismantle/provide service to your booth (i.e., installation/dismantle contractors, booth designers/builders, non-official florists, furniture suppliers, laborers, etc.). Notification of Intent to Use Exhibitor-Appointed Contractor form has to be submitted by the exhibitor for each company contracted to work on your booth*. NOTE: It is the exhibitor’s responsibility to ensure that all representatives of the Exhibitor-Appointed Contractor (EAC) abide by NBAA Schedulers & Dispatchers Conference 2019 Exhibitor Rules & Regulations.

EAC INSURANCE REQUIREMENTS
EAC agrees to maintain the insurance coverages listed below at all times during SDC2019, including move-in and move-out periods. Evidence of insurance coverage must be available for inspection at the Henry B. Gonzalez Convention Center. NBAA reserves the right to request evidence of insurance coverage at any time. These requirements in no way limit the liability of EAC.

1. WORKERS’ COMPENSATION & EMPLOYERS LIABILITY INSURANCE
   a) Workers’ Compensation – Statutory as per the respective state or country
   b) 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.

2. 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 noncontributory 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.; Henry B. Gonzalez Convention Center; and Freeman must each be named as additional insured.

3. AUTOMOBILE LIABILITY INSURANCE
   EAC that owns or operates any vehicle at the Henry B. Gonzalez Convention Center must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at the Henry B. Gonzalez Convention Center, 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.; Henry B. Gonzalez Convention Center; and Freeman must each be named as additional insured.

*Return to: NBAA
Attn: Meagan Keller (mkeller@nbaa.org)
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 SDC2019, 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 SDC2019 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 SDC2019 rules and regulations or the SDC2019 Exhibitor Contract Terms & Conditions.

VIOLATIONS
NBAA may deny the EAC access to SDC2019 if EAC fails to comply with the terms of this contract or the SDC2019 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
Exhibiting Company: ________________________________

Booth #: __________

EAC Company: ________________________________

EAC Contact Name: ________________________________

Address: _________________________________________

EAC Contact Cell: ________________________________

SIGNATURE: __________________________ DATE: _____________

NBAA CONTACT: Meagan Keller (mkeller@nbaa.org)