



Return to: NBAA  
Attn: Meagan Keller (mkeller@nbaa.org)

**DEADLINE DATE: January 15, 2020**

## **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 West Palm Beach Regional Forum 2020 Exhibitor Rules & Regulations.**

### **EAC INSURANCE REQUIREMENTS**

EAC agrees to maintain the insurance coverages listed below at all times during 2020 West Palm Beach Regional Forum, including move-in and move-out periods. Evidence of insurance coverage must be available for inspection at the Palm Beach International Airport. 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.; Palm Beach International Airport; and Freeman must each be named as additional insured.

#### **3. AUTOMOBILE LIABILITY INSURANCE**

EAC that owns or operates any vehicle at the Palm Beach International Airport must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at the Palm Beach International Airport, 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.; Palm Beach International Airport; 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 the 2020 West Palm Beach Regional Forum, 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 2020 West Palm Beach Regional Forum 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 2020 West Palm Beach Regional Forum rules and regulations or the 2020 West Palm Beach Regional Forum Exhibitor Contract Terms & Conditions.

**VIOLATIONS**

NBAA may deny the EAC access to the 2020 West Palm Beach Regional Forum if EAC fails to comply with the terms of this contract or the 2020 West Palm Beach Regional Forum 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: \_\_\_\_\_

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