

Agreement and Rules and Regulations between GES and EAC

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manual.

ASD MARKETWeek
Las Vegas Convention Center
July 31 - August 3, 2016

Form Deadline Date:
June 29, 2016

Company Name	Email	Phone Number	Booth Number
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Attention:

- This form is to be completed by the EAC

The undersigned Exhibitor Appointed Contractor (EAC) has been designated by an exhibitor to perform certain services for the exhibitor at the above referenced show. In consideration of the show organizer and GES permitting the EAC to perform such services at the show, the EAC and GES hereby agree as follows:

Rules and Regulations

- EAC agrees to comply with all rules and regulations of the show as outlined in this agreement, the Exhibitor Services Manual, including all union rules and regulations, and accept liability for any negligent actions.
- EAC agrees that it must ascertain and comply with all rules and regulations of the venue, Show Management, and/or the Official Service Provider in order to create a safe work environment. A failure to do so can result in a delay or termination of your right to continue work if the condition cannot be corrected.
- EAC agrees that the show site, dock and surrounding areas are active work zones and the EAC, its agents, employees and representatives are present at their own risk. Entry into the dock area is prohibited.
- EAC must have all business licenses and permits required by the State and City governments and the convention facility management prior to commencing work. A certificate of insurance naming GES as an additional insured with appropriate insurance limits prepared by the EAC's insurance agent must be submitted to GES at least 30 days prior to the first date of move-in.
- This Agreement and Rules and Regulations between GES and EAC must be completed by an authorized representative of EAC and returned to GES before the deadline noted above.
- If the EAC fails to provide the documentation required in paragraphs 4 and 5 above, the exhibitor will be required to use GES for such services at the prevailing rates set forth in the Exhibitor Services Manual.
- EAC shall provide, if requested, evidence to Global Experience Specialists, Inc. (GES) that it possesses applicable and current labor contracts and must comply with all labor agreements and practices. The EAC must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppages, strikes or labor problems.
- EAC will be responsible for all reasonable costs related to its operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc. Where applicable a one hour minimum labor charge will be charged at the appropriate steward rate of pay per day/per union to either the EAC/exhibitor depending upon the billing arrangement set up with GES (based upon EAC not number of booths).
- The show aisles and public spaces are not part of the exhibitor's booth. Therefore, EAC is required to confine all activities to the exhibit space of the exhibitor who has given a valid order for services. Exhibitors may be charged for costs related to movement of its property if the EAC does not contain its operations within the confines of the booth. No service desks, storage areas or other work facilities will be located anywhere in the building. The show aisles and public space are not a part of the exhibitor's booth space and must be kept clear at all times.
- During show hours, only EACs with exhibit badges will be permitted on the exhibit floor. No EAC will be permitted on the exhibit floor during show hours without the proper Convention name badge supplied by the exhibiting company. EAC must furnish Show Management and GES with the names of all on-site employees who will be working on the show floor and ensure that they have and wear identification badges at all times necessary as determined by Show Management.
- EAC has attached herewith certificates of insurance confirming the following required insurance:
 - Commercial General Liability, including contractual liability, with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products & completed operations aggregate.
 - Automobile Liability with a limit of not less than \$1,000,000 combined single limit - each accident.
 - Workers Compensation, as required by law, with Employers Liability Limits of not less than \$1,000,000 each accident, \$1,000,000 disease - each employee and \$1,000,000 disease - policy limit.
 - Umbrella/Excess Liability with a limit of not less than \$1,000,000 each occurrence/aggregate.
 - The Commercial General and Automobile Liability Policies shall name Global Experience Specialists, Inc. (GES) (Official Service Provider), ASD MARKETWeek (Show Management), ASD MARKETWeek (Show) and Las Vegas Convention Center (Facility) as additional insureds on a primary and non-contributory basis per the attached sample certificate of insurance.
- EAC agrees to indemnify, defend and hold the Show Management, the Facility and Global Experience Specialists, Inc. (GES) harmless from and against any and all claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, arising out of EAC's operations, including supervision of GES provided labor. EAC also agrees to reimburse GES for all attorney's fees and costs incurred in connection with any and all claims, lawsuits and counterclaims that should arise out of EAC's failure to adhere to the terms of this agreement.
- Solicitation of business on the show floor is strictly prohibited. If EAC attempts to provide services designated to another party as "exclusive" or is discovered soliciting on the show floor including the distribution of official company literature, or otherwise does not comply with the rules, the company may be removed from the show floor, and the exhibitor will not be able to use that company for the remainder of the event.
- EAC/ exhibitor may not move freight from one booth to another booth, or to meeting rooms. GES must provide labor.
- EAC must coordinate all of its activities with Global Experience Specialists, Inc. (GES).
- The exhibitor or its EAC should order services required from GES and the Exhibit Hall in advance. Ordering labor or services onsite (which contractors may not be prepared to provide immediately) may delay the set-up of your booth or force your set-up into overtime.

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Rules and Regulations (continued)

17. The exhibitor or its EAC should take steps to protect the exhibitor and the EAC's product in the booth by arranging for booth security and/or cages. GES is not responsible for items left unattended on the show floor.
18. EAC agrees GES is not responsible for any items stored in empty containers. Do not store empty cartons inside of empty crates. Cartons are returned from storage before crates so exhibitors may begin packing their product.
19. EAC/exhibitor agrees to keep "No Freight Aisles" clear at all times. If GES is required to rearrange any material situated in a clearly identified "No Freight Aisle," the exhibitor or the EAC depending upon the billing arrangements with GES will be charged a one hour minimum for forklift rental and labor.
20. EAC/exhibitor agrees that all outbound freight bills should be turned into the service desk on a timely basis. Holding freight bills until late in the day or turning in large amounts of freight bills to the GES Servicenter at one time may delay outbound truck scheduling and subsequently force your loading out into overtime.
21. During tear down, pull all manageable structures back from aisle carpet lines. Electronics, mannequins, etc. should be placed in the center of the booth.
22. Be aware of vehicle traffic inside and outside of the facility. All attendees should be aware of their surroundings and all individuals are solely responsible for their own safety in parking lots, driveways, access roads and non-exhibit hall areas.
23. Label empty cartons and crates for storage as soon as they are ready. Holding back on "empties" only adds congestion to the aisles.
24. For services such as electrical, plumbing, telephone, cleaning and drayage, no service provider other than the Official Service Provider will be approved. This regulation is necessary due to licensing, insurance and work done on equipment and facilities owned by parties other than the exhibitor. Exhibitors shall provide only the material and equipment they own and those materials are to be used only in their exhibit space.
25. Smoking is prohibited in most facilities. Smoking shall only be allowed in designated areas.
26. This agreement is to be interpreted under the laws of the State of Nevada.
27. A faxed signature will serve as an original signature and will stand as a fully executed agreement once faxed to and received by GES.

You must now complete and submit your EAC/I&D form online. Click here to complete the form and upload your EAC information:

<https://n2b.goexposoftware.com/events/forms/goExpo/public/form.php?fi=1181>

Submit insurance requirements:

<https://n2b.goexposoftware.com/events/forms/goExpo/public/form.php?fi=1182>

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ACORD **1.** **CERTIFICATE OF LIABILITY INSURANCE** **DATE (MM/DD/YY)**
01/01/16

PRODUCER
ABC Insurance Agency **Fax: (212) 555-6100**
1234 Broker Lane
New York, NY 10895
Attn: Joe Agent (212) 555-6102 ext. 1234

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREERS AFFORDING COVERAGE

INSURED **2.**
Big Boom Company, Inc.
1234 Corporate Lane
New York, NY 10895
Attn: Joe Smith
Phone: (212) 555-5349 Fax: (212) 555-9819

INSURER A: Hartford Insurance Company of Illinois
INSURER B: Aetna Casualty & Surety Company
INSURER C: Travelers Insurance Company
INSURER D: Royal Insurance Company
INSURER E:

COVERAGES
3. THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	4. TYPE OF INSURANCE	POLICY NUMBER	7. POLICY EFFECTIVE DATE (MM/DD/YY)	8. POLICY EXPIRATION DATE (MM/DD/YY)	9. LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	000P98298-A11	01/01/16	01/01/17	EACH OCCURRENCE \$1,000,000
	FIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$1,000,000				
	GENERAL AGGRREGATE \$2,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	SKLS-029499S	01/01/16	01/01/17	COMBINED SINGLE LIMIT \$1,000,000 (Ea accident)
	BODILY INJURY \$ (Per person)				
	BODILY INJURY \$ (Per accident)				
	PROPERTY DAMAGE \$ (Per accident)				
	AUTO ONLY-EA ACCIDENT				
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	XL1234567	01/01/16	01/01/17	OTHER THAN \$ AUTO ONLY: \$
	UMBRELLA/EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A4145-SS-PJ37	01/01/16	01/01/17	X WC STATU- ORY LIMITS OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE-EA EMPLOYEE \$1,000,000
					E.L. DISEASE -POLICY LIMIT \$1,000,000
D	OTHER				Each Occurrence & Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
5. Global Experience Specialists, Inc. (GES) (Official Service Provider), ASD MARKETWeek (Show Management), Las Vegas Convention Center (Facility), and ASD MARKETWeek (Show) are hereby named as additional insured, except for Workers' Compensation. Global Experience Specialists, Inc. (GES) and/or the consignor are included as Loss Payee. The insurance provided for the benefit of Global Experience Specialists, Inc. (GES), shall be primary insurance as respects any claim, loss, or liability, arising out of the Named Insured's operations for which the Named Insured is liable. Any other insurance maintained by GES shall be excess and non-contributory. Show date(s) are: July 31 - August 3, 2016 at city of Las Vegas.

CERTIFICATE HOLDER **X** **ADDITIONAL INSURED; INSURER LETTER: X** **CANCELLATION**

6. Global Experience Specialists, Inc. (GES)
Exhibitor Services
7000 Lindell Road
Las Vegas, NV 89118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

AUTHORIZED REPRESENTATIVE *John Smith* **10.**

- 1. Producer:** Insurance Agent / Broker who issues certificate.
- 2. Name of Insured:** Must be the legal name of contracting party.
- 3. Types of Insurance:** Must include types required by contract. See General Information form in this Exhibitor Services Manual.
- 4. Form of Coverage:** Must be "occurrence" form of coverage.
- 5. Name of Additional Insureds:** Global Experience Specialists, Inc. (GES) (Official Service Provider), ASD MARKETWeek (Show Management), ASD MARKETWeek (Show) and Las Vegas Convention Center (Facility) as additional insureds on a primary and non-contributory basis.
- 6. Certificate Holder:** Must be Global Experience Specialists, Inc. (GES)
- 7. Policy Effective Date:** Must be prior to or coincidental with the first day of Exhibitor Move-In.
- 8. Policy Expiration Date:** Must be on or after the last day of Exhibitor Move-Out.
- 9. Limits of Insurance:** Must be the same or greater than required by contract. See #11 on Agreement and Rules and Regulations between GES and EAC.
- 10. Authorized Representative:** Must be signed (not stamped) by an authorized representative of Producer.

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