



## EAC AGREEMENT BETWEEN EXHIBITOR-APPOINTED- CONTRACTORS (EACS) AND INFORMA TECH FOR GAME DEVELOPERS CONFERENCE 2022 (GDC 2022)

The undersigned Exhibitor-Appointed-Contractor (the "EAC") has been designated by an exhibitor to perform certain services for the exhibitor at **GDC 2022** "exhibition", to be held at **Moscone Center** in **San Francisco, California, March 23 - 25, 2022**. In consideration of Informa Tech the Exhibition Manager, permitting the EAC to perform such services at GDC 2022, the EAC and Informa Tech accept and hereby agree to the terms and conditions set forth in this agreement:

The EAC will abide by all Exhibition Rules and Regulations, including those contained in the Exhibit Space Application and Contract and Exhibitor Service Manual and the Moscone Center exhibitor conditions. The EAC will abide by all local, California and/or Federal Labor Regulations, and any other laws, regulations, or codes. No EAC shall be permitted onto the GDC 2022 show floor to perform any work thereon unless, and until, all of the provisions of this agreement are fully met.

### EAC LIABILITY, INDEMNIFICATION & INSURANCE

EAC remains solely responsible for the safety of its property at all times during transit to and from the Show Floor and on the Show Floor. Neither Informa Tech, its directors, officers, employees, agents, subcontractors nor management of the Show Floor (hereinafter "Show Management") are responsible for EAC's property or any loss thereto from any cause.

EAC HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

EAC Agrees that it will indemnify, defend and hold Informa Tech, Moscone Center, Show Management, their respective officers, directors, employees, agents and each of them, harmless from and against a) the EAC's performance or breach of this Agreement including, but not limited to, acts of its employees, agents, and contractors; b) the failure by EAC, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of EAC or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Show Management by EAC is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management.

EAC agrees that if Show Management or Informa Tech is made a party to any litigation commenced by or against EAC or relating to this Agreement or the premises leased hereunder, then EAC WILL PAY ALL COSTS AND EXPENSES, including attorney's fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR INFORMA TECH BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

IN NO EVENT SHALL INFORMA TECH, THE MOSCONE CENTER, SHOW MANAGEMENT OR THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES, AND AFFILIATES (COLLECTIVELY "EXHIBITION PARTIES") BE LIABLE TO THE EAC OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EAC FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS AGREEMENT, THE CANCELLATION, MODIFICATION, OR RESCHEDULING OF THE GDC 2022 SHOW, OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS AGREEMENT OR FOR ANY CLAIM BY THE EAC, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE EAC AGREES TO PAY ALL ATTORNEY'S FEES AND COST INCURRED BY THE EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. EAC SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

If the EAC fails to comply with the terms of this Agreement, or if Informa Tech takes action to enforce any term of this Agreement because of acts or omissions of the EAC, its employees, agents or contractors, the EAC agrees to protect, indemnify and hold harmless Informa Tech, Show Management, The Moscone Center, their respective officers, directors, employees and agents, and their successors, assigns and affiliates against all claims or lawsuits, including counterclaims, arising directly or indirectly in connection with the EAC's noncompliance or the actions taken by Informa Tech as a result. The EAC shall also reimburse Informa Tech, its officers, employees, or authorized agents, for all attorney's fees costs incurred in connection with such claims, lawsuits and counterclaims. The terms of this provision shall survive the termination or expiration of this Agreement.

The EAC acknowledges and agrees that in the event of a breach by the EAC of any of the provisions of this Agreement, in addition to any other remedies available at law, Informa Tech reserves the right to deny the approval of the EAC from participating in any future Informa Tech events.

Any insurance held by Informa Tech shall be only excess over and above any insurance of the EAC, and there shall be no right of contribution for any asserted claim unless and until the insurance coverage limits of the EAC have been exhausted. The

terms of this provision shall survive the termination or expiration of this Agreement.

**EACs are required to maintain and providing a Certificate of Insurance (COI) evidencing the following:**

1. 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.
2. Automobile Liability with a limit of not less than \$1,000,000 combined single limit - each accident. All owned, hired and non-owned boxes marked.
3. 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.
4. Umbrella/Excess Liability with a limit of not less than \$1,000,000 each occurrence/aggregate.
5. A waiver of subrogation must apply to all policies.
6. All carriers to maintain an A.M. Best rating of not less than A- VII.

**Additional Insureds:** Informa Tech (Show Management), Moscone Center (Facility), GDC 2022 (Show) and Global Experience Specialists, Inc. (GES) (Official Service Provider), are to be listed as additional insureds on a primary and non-contributory basis on all policies of coverage (except Worker's Compensation). Umbrella follows form.

**Certificate Holder:**

Informa Tech  
85 2nd Street, Suite 500  
San Francisco, CA 94105

EACs will not be permitted to set up their client(s) booth(s) without submitting the proper certificates.

Informa Tech will review the certificates provided by the EAC to substantiate the adequacy of coverage. If at any time Informa Tech determines that any of the required coverage is lacking or not properly documented, Informa Tech will promptly so notify the EAC. If the EAC does not within five (5) business days thereafter provide Informa Tech with insurance certificates satisfactory to Informa Tech, this Agreement will be terminable at the option of Informa Tech. If Informa Tech elects to terminate this Agreement, approval of the EAC to perform services for any exhibitor at GDC 2022 will automatically be revoked, and the exhibitor(s) who designated the EAC will be notified by Informa Tech.

**AGREEMENT CONDITIONS RULES AND REGULATIONS**

The particular exhibitor(s) for whom services will be performed by the EAC are indicated on the attached copies of the Confirmation of Commitment to Use an Exhibitor-Appointed-Contractor (EAC). Under no circumstances is the EAC permitted to perform any service for any other exhibitor. These copies represent exhibitors who designated the EAC prior to the deadline date of **February 11, 2022**. In the event that the EAC arranges for the provision of any services for any exhibitor at GDC 2022 by any third-party (other than any of the official contractors), the EAC will ensure that the exhibitor submits an EAC request form to Informa Tech in respect of such third-party service provider.

The EAC shall be prepared to show evidence that it has a valid authorization from the Exhibitor(s) for services.

In order to assist the exhibitor in verifying the accuracy of their expenses, a copy of the original invoice is required by Informa

Tech to be sent to the exhibitor of record following the close of GDC 2022.

The EAC shall have current labor contractor with a collective bargaining representative that is certified at the time of the Exhibition and will only use labor pursuant to and in accordance with the terms of such contract. The EAC shall provide, upon request, proof that all of its labor will be provided pursuant to such a contract (including, if requested, a copy of the contract). The EAC will not commit any act and will not allow any person in its employment to commit any act that could result in a work stoppage, strike or labor problem of any kind.

If the EAC fails to comply with this provision in any respect, the EAC agrees that its right or authority to provide any services at or in connection with the Exhibition shall terminate immediately. The EAC waives any right to challenge termination of this agreement or exclusion from the Exhibition (or to seek any monetary damages or other relief in connection with such actions) if it fails to comply strictly with each of the requirements of this paragraph.

Informa Tech reserves the right upon notice to the EAC to revoke the approval of the EAC in respect to any and/or all exhibitors and to remove the EAC from the Exhibition floor: (a) in the event of a breach by the EAC of any of the Exhibition Rules and Regulations; or (b) in the event that the EAC's participation in the Exhibition may in the opinion of Informa Tech, lead to (i) strikes, picketing, or other labor action directed at the Exhibition, (ii) other disruption of GDC 2022, or (iii) unreasonable interference with or inconvenience to GDC 2022 or any of the exhibitors. Informa Tech shall have no liability whatsoever relating to any termination or removal of EAC pursuant to this provision.

The EAC will fully cooperate with, not interfere with, and not otherwise burden the work of the Exhibition Management designated contractors. The EAC will share appropriately with GDC 2022 Show Management designated contractors all reasonable costs incurred in connection with the EAC's operation, including: excess debris, overtime pay for stewards, security, restoration of exhibit space to its initial condition.

The EAC will not solicit business on the Exhibition floor during installation, during the Exhibition, or during dismantling.

The EAC will not move, open, or otherwise tamper with any crates, boxes, cartons or other containers, or equipment, displays or any materials belonging to any exhibitor except the exhibitor(s) for whom the EAC is providing services.

The EAC may not assign this Agreement, or any rights or obligations contained herein without the prior written consent of Informa Tech.

This Agreement is to be interpreted under the laws of the State of California and any disputes arising out of or related to this Agreement shall be heard only in courts located in **<enter County, State>**.

**If you have thoroughly read through this Agreement, please continue to the next page (PAGE 3). You will use PAGE 3 to:**

- ☐ **Sign the EAC Agreement, and**
- ☐ **Complete your company's EAC Company Access Wristband Requests.**

**AUTHORIZED SIGNATURE OF EAC COMPANY**

(To be signed by an Officer or duly authorized person)

As a condition of gaining access to the Exhibition floor to service our client(s) at Game Developers Conference 2022 (GDC 2022), we recognize there are mandatory requirements for all EACs.

**Please check the boxes below to ensure all EAC requirements have been submitted:**

1. We have valid union contractors for providing labor services:  
  
☐ YES  
☐ NO  
☐ N/A
2. We have submitted an original Certificate of Insurance (COI):  
  
☐ YES  
☐ NO  
☐ YET TO SUBMIT
3. We have submitted our company's EAC Access Wristband Requests (PAGE 3 of this Agreement)  
  
☐ YES  
☐ NO  
☐ YET TO SUBMIT

**Return signed copy of this Agreement (PAGE 3) and a Certificate of Insurance (COI) by February 11, 2022, to:**

EACA  
Attn: Meredith Thomason  
4879 Zenith Ave.  
Redmond, OR 97703

T. 541-317-8768

F. 541-317-8749

E. [meredith@eaca.com](mailto:meredith@eaca.com)

**Deadline: February 11, 2022**

**Note:** Email or fax is the preferred method of receiving the signed copy of this Agreement and COI. Please email or fax all forms to Meredith Thomason, EAC Registration Coordinator (EACA).

By signing this Agreement, we submit that the information provided is accurate and Informa Tech will be notified in writing of any changes and/or additions 45 days prior to GDC 2022.

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**EAC COMPANY ACCESS WRISTBAND REQUESTS**

EAC Wristbands are required for entrance onto the GDC 2022 Show Floor. Every EAC employee will be required to wear ONE (1) EAC Wristband per day during move-in, show days, and move-out.

**Please list the TOTAL NUMBER of EAC wristbands your company will require for each day of move-in, show dates, and move-out below:**

**MOVE-IN**

Sunday, March 20: \_\_\_\_\_

Monday, March 21: \_\_\_\_\_

Tuesday, March 22: \_\_\_\_\_

**SHOW DATES**

Wednesday, March 23: \_\_\_\_\_

Thursday, March 24: \_\_\_\_\_

Friday, March 25: \_\_\_\_\_

**MOVE-OUT**

Friday, March 25: \_\_\_\_\_

Saturday, March 26: \_\_\_\_\_

**EAC WRISTBANDS WILL ONLY BE RELEASED TO THE FOLLOWING INDIVIDUALS:**

Please list the name of at least ONE (1) EAC Supervisor who is authorized by your company to pick-up EAC wristbands on-site:

1. \_\_\_\_\_  
Name Phone

2. \_\_\_\_\_  
Name Phone

3. \_\_\_\_\_  
Name Phone

- ☐ **We would like to receive EAC Wristbands in advance. Please mail to:**

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone

**I authorize the EACA to FedEx my EAC Access Wristbands order to the address provided above, and bill my FedEx Acct. # below:**

FedEx Acct. #: \_\_\_\_\_



## Membership Application

(NOTE: EACA Membership is not required for access to the GDC 2022 show floor)

We are members of the EACA: \_\_\_\_\_ Yes \_\_\_\_\_ No (see below)

**Please note:** *Joining the EACA enables all EACs to login to the online registration system, check on client EAC registrations, order badges, as well as enjoy other EACA member privileges. For complete membership benefits, please visit [www.eaca.com](http://www.eaca.com).*

CATEGORY	MEMBER BENEFITS*	ANNUAL DUES
<input type="checkbox"/> Bronze	3 city listings, 5 additional 'seats', web link	\$750
<input type="checkbox"/> Silver	6 city listings, 10 add'l 'seats', web link	\$1250
<input type="checkbox"/> Gold	10 city listings, 25 add'l 'seats', web link, + more	\$2500
<input type="checkbox"/> Platinum	Unlimited city listings, 50 add'l 'seats', web link, + more	\$5000

\_\_\_\_\_ I would just like to sign up for the **One-Time, 90-day Show Membership** (\$250).

### Provide Your Contact Information (be sure to include email address)

NAME	E-MAIL	
COMPANY	TITLE	
ADDRESS	CITY/STATE	ZIP CODE
PHONE	FAX	

### Indicate Your Payment Method (full payment must accompany this form)

- ☐ Check Enclosed
- ☐ Visa
- ☐ AMEX
- ☐ Discover
- ☐ Mastercard

CREDIT CARD NO.	CVV	EXPIRATION DATE
NAME ON CARD	SIGNATURE	
ADDRESS	CITY/STATE	ZIP