

Notice of Intent to Use EAC and Policies and Procedures



RETURN TO: Global Experience Specialists, Inc. (GES) • 7000 Lindell Road, Las Vegas, NV 89118-4702 • Fax: 866.329.1437 or 702.263.1520 for international exhibitors

Contact us Online: www.ges.com/chat Phone: 800.475.2098 or 702.263.1520 for international exhibitors

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

Design Automation Conference

Austin Convention Center

Form Deadline Date: April 30, 2013

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| COMPANY NAME | EMAIL ADDRESS | BOOTH NUMBER |
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An Exhibitor Appointed Contractor (EAC) is a company other than the "general or official" service provider on the show that requires access to your booth during installation and dismantling. The EAC may only provide services in the facility that are not designated by the facility as "exclusive" to a designated provider, or by the show organizer in a contract as an exclusive service for the "general or official" service provider or other third party.

No EAC will be allowed to work in an Exhibitor's booth if this Notice of Intent to Use EAC (Form L-3), a valid Certificate of Insurance and the Agreement and Rules and Regulations between GES and the EAC (Form L-4) is not completed by an authorized representative and received by GES by the deadline indicated above. This Notice of Intent to Use EAC must be completed for every third party (as well as any other third party ordering or requesting services from GES on behalf of Exhibitor) at the above show. Multiple booths are not to be listed on one form.

| Exhibitor Appointed Contractor: Contact Name: | | Cell Ph | none: | |
|--|-----------------|---------------|--------|------|
| Street Address: | | _ _ Email: | | |
| City: | | | State: | Zip: |
| Office Phone: (area code) | Fax: (area code |) | | |
| Description of Proposed service for Exhibitor: | | | | |

This form will only be accepted if it is executed by an authorized representative of the exhibiting company, and must include:

- An executed Agreement and Rules and Regulations between GES and EAC.
- A valid certificate of insurance prepared by the EAC's insurance agent with the minimum coverages as set forth in the Agreement and Rules and Regulations between GES and EAC.

| PLEASE SIGN | x | |
|----------------|--------------------------------|------|
| | AUTHORIZED SIGNATURE | |
| | | |
| | | |
| | | |
| | | |
| | AUTHORIZED NAME - PLEASE PRINT | DATE |

GES shall have no liability to any party for damage or injuries caused by Exhibitor or its third party agents. It is the Exhibitor's responsibility to provide its EACs with all show rules and regulations as set forth in the Exhibitor space lease and the Exhibitor Kit/Service Manual. Exhibitor agrees to indemnify and defend GES for the actions of its agents and exhibitor appointed contractors. The Exhibitor agrees that it is ultimately responsible for all services in connection with the exhibit, including freight, rentals and labor. Exhibitor agrees to be responsible for any losses, damages or injures that are caused by or attributed to EACs that are not covered or provided by EAC's insurance.



Agreement and Rules and Regulations between GES and EAC

TO BE COMPLETED BY EAC

Return with Certificate of Insurance to: Global Experience Specialists, Inc. (GES), Attn: Melissa Murray, Exhibitor Services, 1415 Cockrell Hill Road, Suite 300, Dallas, TX 75211

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Design Automation Conference

Austin Convention Center June 3 - 5, 2013

Form Deadline Date: April 30, 2013

COMPANY NAME EMAIL ADDRESS BOOTH NUMBER

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 Kit/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.
- 5. 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 Kit/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.
- 10. 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), DAC (Show Management), Design Automation Conference (Show) and Austin Convention Center (Facility) as additional insureds on a primary and non-contributory basis per the attached sample certificate of insurance.
- 11. 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.
- 12. 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.
- 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.
- 17. EAC agrees GES is not responsible for any items stored in empty containers. Do not store empty cartons inside of empty crates. Cartons are

Order Directly Online: https://e.ges.com/042001949/esm



Agreement and Rules and Regulations between GES and EAC TO BE COMPLETED BY EAC Agreement and Rules and Regulations between GES and EAC 2 of 3

Return with Certificate of Insurance to: Global Experience Specialists, Inc. (GES), Attn: Melissa Murray, Exhibitor Services, 1415 Cockrell Hill Road, Suite 300, Dallas, TX 75211

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| | | |
| Rules and Regulations (continued) | | |

- 18. 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
- 19. 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.
- 20. During tear down, pull all manageable structures back from aisle carpet lines. Electronics, mannequins, etc. should be placed in the center of the booth.
- 21. 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.
- Label empty cartons and crates for storage as soon as they are ready. Holding back on "empties" only adds congestion to the aisles.
- 23. 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.
- 24. Smoking is prohibited in most facilities. Smoking shall only be allowed in designated areas.
- 25. This agreement is to be interpreted under the laws of the State of Nevada.
- A faxed signature will serve as an original signature and will stand as a fully executed agreement once faxed to and received by GES.

Authorized Signature of EAC: PLEASE SIGN AUTHORIZED SIGNATURE AUTHORIZED NAME - PLEASE PRINT Printed Name: Company: State: Zip: Address: Contact Name at Show Site: Office Phone: Cell Phone at Show Site: Official Use Only

| Accepte | a by GES Authorized Representative: | |
|----------------|-------------------------------------|------|
| PLEASE SIGN | x | |
| | AUTHORIZED SIGNATURE | |
| | AUTHORIZED NAME - PLEASE PRINT | DATE |
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| | 000 1 | | | | INCLIDANCE | | DATE (MM/DD/YY) |
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| | | KIIFICATEO | r LIA | RILIIY | INSURANCE | | 01/01/13 |
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| | : Joe Agent (212) 555-610 |)2 ext. 1234 | | | INSUREERS AFF | ORDING COVERA | GE |
| INSUF | RED 2. | | | INSURER A | A: Hartford Insurance C | ompany of Illinois | 5 |
| Big I | Boom Company, Inc. | | | INSURER B | 3: Aetna Casualty & Su | rety Company | |
| | Corporate Lane York, NY 10895 | | | INSURER C | : Travelers Insurance | Company | |
| | : Joe Smith | | | INSURER D | : Royal Insurance Cor | npany | |
| Pho | ne: (212) 555-5349 Fax: | (212) 555-9819 | | INSURER E | <u>:</u> | | |
| | ERAGES | | | | | | |
| TERM | DLICIES OF INSURANCE LISTED BELOW OF CONDITION OF ANY CONTRACT OR IES DESCRIBED HEREIN IS SUBJECT TO | OTHER DOCUMENT WITH RES | SPECT TO WH NS AND COND | ICH THIS CERTIF ITIONS OF SUCH | FICATE MAY BE ISSUED OR MA I POLICIES. LIMITS SHOWN MA T | Y PERTAIN, THE INSURA | ANCE AFFORDED BY THE |
| INSR LTR | 4. TYPE OF INSURANCE | POLICY NUMBER | (MM/ | ECTIVE DATE DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | 9. LI | MITS |
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| Global named benefit is liable CERTI | EXPERIENCE Specialists, Inc. (GES) (Official as additional insured, except for Workers of Global Experience Specialists, Inc. (Ges. Any other insurance maintained by GES. (FICATE HOLDER X ADDITIONAL | ial Service Provider), DAC (Shr. Compensation. Global Exper ES), shall be primary insurance S shall be excess and non-control TIONAL INSURED; INSURED; (GES) | ow Manageme ience Specialis as respects au ributory. Show | nt), Austin Conve tts, Inc. (GES) an ny claim, Ioss, or date(s) are: June R: X | ention Center (Facility), and Desi ad/or the consignor are included liability, arising out of the Name | as Loss Payee. The insur d Insured's operations for CRIBED POLICIES BE CAI ESSUING COMPANY WILL ERTIFICATE HOLDER NA E NO OBLIGATION OR LIA | rance provided for the which the Named Insured which the Named Insured NCELLED BEFORE THE L ENDEAVOR TO MAIL 30 MED TO THE LEFT, BUT |

- 1. PRODUCER: Insurance Agent / Broker who issues certificate.
- 2. NAME OF INSURED: Must be the legal name of contracting party.
- TYPES OF INSURANCE: Must include types required by contract. See Official Services Provider Information (form L-3) in this exhibitor manual).
- 4. FORM OF COVERAGE: Must be "occurrence" form of coverage.
- 5. NAME ADDITIONAL INSUREDS: Global Experience Specialists, Inc. (GES) (Official Service Provider), DAC (Show Management), Design Automation Conference (Show) and Austin 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.
- LIMITS OF INSURANCE: Must be the same or greater than required by contract. See #10 on Agreement and Rules and Regulations between GES and EAC (L-4).
- **10.** AUTHORIZED REPRESENTATIVE: Must be signed (not stamped) by an authorized representative of Producer.



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Design Automation Conference

Austin Convention Center June 3 - 5, 2013

STREET ADDRESS

Form Deadline Date: May 10, 2013

| EMAIL ADDRESS | BOOTH NUMBER |
|---------------|--------------|
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If you would like to arrange a third party to handle your display, please complete the below steps:

- Step 1: Fill in the appropriate information and select the services to be charged to the Exhibiting Firm. A signature is required to authorize these services.
- Step 2: Complete and sign the Exhibiting Firm Credit Card Authorization.
- Step 3: Fill in the appropriate information and select the services to be charged to the Third Party. A signature is required to authorize these services.
- Step 4: Complete and sign the Third Party Credit Card Authorization.

STEP 1: Exhibiting Firm - Complete Below Information

GES reserves the right to deny any Third Party Billing Request that is not complete or received by the deadline date.

It is understood and agreed that the exhibiting firm is ultimately responsible for payment of charges. If your named third party does not pay the invoice before the last day of the show, charges will revert to the exhibiting firm. All invoices are due and payable upon receipt. GES Terms & Conditions of Contract apply to both the Exhibiting Firm and Third Party Representative.

CARDHOLDER'S BILLING ADDRESS

| CITY | STATE | ZIP | STATE | ZIP | COUNTRY | |
|---|--|--|--|--|--|--------|
| PHONE | FAX | | Account Number | | | |
| ☐ In-Booth Forklift Labor [| are to be invoiced to the Exhibit Systems Material Handling In & Out Signs | ☐ I & D Labor | | MasterCard VISA American Express | Corporate Card Personal Card | |
| I agree in placing this order and that I have accepted G Contract. | | | is missing. (i.e. Expiration and Signature.) We request even if you are pa | on Date, Account Num uire your credit card | will not be processed if any inform nber, Contact Information, Type of C charge authorization to be on file nk wire transfer. | ard, |
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| STEP 3: Third Party - | tion Form and insurance | <u> </u> | STEP 4: Third Pa | • | PLEASE PRINT | |
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| (EAC Notificat STEP 3: Third Party - THIRD PARTY STREET ADDRESS CITY PHONE The items checked below Booth Cleaning In-Booth Forklift Labor | tion Form and insurance Complete Below In STATE FAX | ZIP The Third Party: I & D Labor | STEP 4: Third Pa CARDHOLDER'S NAME CARDHOLDER'S BILLING ADD STATE Account Number EXPIRATION DATE | ZIP MasterCard VISA American Express | COUNTRY COUNTRY COUNTRY COUNTRY COUPTRY COrporate Card Personal Card | |
| CEAC Notificat STEP 3: Third Party THIRD PARTY STREET ADDRESS CITY PHONE The items checked below Booth Cleaning In-Booth Forklift Labor Rental Furniture All Services Other (Please Specify) I agree in placing this order t and that I have accepted GE Contract, and Agreement an | STATE STATE FAX FAX FAX FAX FAX FAX FAX FA | TIP DIE Third Party: I & D Labor Rental Carpet Transportation Charges DIE above selected services terms & Conditions of | STEP 4: Third Pa CARDHOLDER'S NAME CARDHOLDER'S BILLING ADD STATE Account Number EXPIRATION DATE All information must be p missing. (i.e. Expiration Signature.) We require even if you are paying | ZIP MasterCard VISA American Express Provided. Your order y Date, Account Numbe | COUNTRY COUNTRY COUNTRY COUNTRY COPorate Card Personal Card in the processed if any informer, Contact Information, Type of Cardinge authorization to be on file with | d, and |
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STEP 2: Exhibiting Firm Credit Card Charge Authorization