

Notice of Intent to Use EAC and Policies and Procedures

TO BE COMPLETED BY EXHIBITOR

Return with Certificate of Insurance to: Toy Industry Association, Inc., Attn: Richard Chow, 1115 Broadway, Suite 400, New York, NY 10010 • Phone: (646) 520-4873 • Email: rchow@toyassociation.org

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

Fall Toy Preview 2013

Dallas Market Center - World Trade Center October 1 - 3 2013

Form Deadline Date: August 28, 2013

October 1 - 5, 2015		
COMPANY NAME	EMAIL ADDRESS	SHOWROOM OR BOOTH NUMBER

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, the Agreement and Rules and Regulations between GES and the EAC (Form L-4) and the DMC Agreement Form are 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 (supervising or performing work as well as ordering or requesting services from GES on behalf of Exhibitor) at the above show. Multiple booths are not to be listed on one form.

Contact Name:		Phone Number:	
On-Site Contact Name:		Cell Phone:	
Street Address:		Email:	
City:		State:	Zip:_
Office Phone: ()	Fax: ()	
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.
- A signed DMC Agreement.

PLEASE SIGN	x		
	AUTHORIZED SIGNATURE		
	AUTHORIZED NAME - PLEASE PRINT	DATE	

Global Experience Specialists, Inc. (GES) (Official Service Provider), Toy Industry Association (Show Management), Fall Toy Preview 2013 (Show) and Dallas Market Center - World Trade Center (Facility) and all associated entities 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 Global Experience Specialists, Inc. (GES) (Official Service Provider), Toy Industry Association (Show Management), Fall Toy Preview 2013 (Show) and Dallas Market Center - World Trade Center (Facility) and all associated entities 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.

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Agreement and Rules and Regulations between GES and EAC

TO BE COMPLETED BY EAC

1 of 3

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Fall Toy Preview 2013

Dallas Market Center - World Trade Center October 1 - 3, 2013 Form Deadline Date: August 28, 2013

COMPANY NAME

FMAIL ADDRESS

SHOWROOM OR 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

- 1. EAC agrees to comply with all rules and regulations of the show as outlined in this agreement the exhibit space application contract, and, the Exhibitor Kit/Services Manual, including all union rules and regulations, and accept liability for any negligent actions.
- 2 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.
- 4. 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 Global Experience Specialists, Inc. (GES) (Official Service Provider), Toy Industry Association (Show Management), Fall Toy Preview 2013 (Show) and Dallas Market Center World Trade Center (Facility) and all associated entities 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.
- 6. 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.
- 7. 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.
- 8. 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)
- 9. 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.
- 10. 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 Show 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.
- 11. 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. Workers Compensation must provide a Waiver of Subrogation policy in favor of all additional insureds.
 - 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), Toy Industry Association (Show Management), Fall Toy Preview 2013 (Show) and Dallas Market Center World Trade Center (Facility) and all associated entities as additional insureds on a primary and non-contributory basis per the attached sample certificate of insurance.
- 12. EAC agrees to indemnify, defend and hold the Show Management, the Facility and Global Experience Specialists, Inc. (GES) (Official Service Provider), Toy Industry Association (Show Management), Fall Toy Preview 2013 (Show) and Dallas Market Center World Trade Center (Facility) and all associated entities 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.
- 13. 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.
- 14. EAC/ Exhibitor may not move freight from one booth to another booth, or to meeting rooms. GES must provide labor.
- 15. EAC must coordinate all of its activities with Global Experience Specialists, Inc. (GES).
- 16. 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.



Agreement and Rules and Regulations between GES and EAC TO BE COMPLETED BY EAC

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Fall Toy Preview 2013

Dallas Market Center - World Trade Center October 1 - 3, 2013

Form Deadline Date: August 28, 2013

COMPANY NAME EMAIL ADDRESS SHOWROOM OR BOOTH NUMBER **Rules and Regulations (continued)**

- 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
- 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.

Authorized Signature of EAC:

PLEASE SIGN	x			
/	AUTHORIZED SIGNATURE			
	AUTHORIZED NAME - PLEASE PRINT	DATE		
Printed N	Name:			
Title:				
Compan	y:			
Address:	:	City:	State:	Zip:
Contact I	Name at Show Site:			
Office Ph	none:	Cell Phone at She	ow Site:	
Official	Use Only ed by GES Authorized Represent	tative:		
PLEASE SIGN	X AUTHORIZED SIGNATURE			
	AUTHORIZED NAME - PLEASE PRINT	DATE		

3 of 3								
AC	ORD 1. CEI	RTIFICATE O	F LIA	BILITY	INS	URANCE		DATE (MM/DD/YY) 01/01/13
ABC Insurance Agency Fax: (212) 555-6100					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.			
	: Joe Agent (212) 555-610	2 ext. 1234			II	NSUREERS AFF	ORDING COVERAG	E
INSUI	RED 2.			INSURER A	A: Hart f	ford Insurance C	company of Illinois	
	Boom Company, Inc.			INSURER I	B: Aetn	a Casualty & Su	rety Company	
	Corporate Lane York, NY 10895			INSURER (C: Trav	elers Insurance	Company	
	: Joe Smith			INSURER I	D: Roy a	al Insurance Cor	npany	
		(212) 555-9819		INSURER I	E:			
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TERM	OLICIES OF INSURANCE LISTED BELOW OF CONDITION OF ANY CONTRACT OR IS DESCRIBED HEREIN IS SUBJECT TO	OTHER DOCUMENT WITH RE	SPECT TO WH NS AND COND	ICH THIS CERTI	IFICATE M H POLICIE	MAY BE ISSUED OR MA ES. LIMITS SHOWN MA	Y PERTAIN, THE INSURAN	ICE AFFORDED BY THE
INSR LTR	4. TYPE OF INSURANCE	POLICY NUMBER		ECTIVE DATE DD/YY)	POLICY	Y EXPIRATION DATE (MM/DD/YY)	9. LIMI	TS
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A	UMBRELLA/EXCESS LIABILITY ☑ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	XL1234567	01/	01/13		01/01/14	ALDONLY: EACH OCCURENCE AGGREGATE	\$1,000,000 \$1,000,000 \$ \$ \$
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D	OTHER						Each Occurrence & Aggregate	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Toy Industry Association, Inc. (Show Management): Global Experience Specialists, Inc. (GES) (Official Contractor); Market Center Management Company, Ltd.; Dallas Market Center Operating, L. P.; WTC-Trade Mart, L.P.; IFDC Property Company, Ltd.; IFDC Operating, L.P., and Dallas Market Center - World Trade Center (Facility) 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), Toy Industry Association, Inc.; Market Center Management Company, Ltd., Dallas Market Center Operating, L.P., WTC-Trade Mart, L.P.; IFDC Property Company, Ltd.; IFDC Operating, L. P; 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, Toy Industry Association, Inc.; Market Center Management Company, Ltd., Dallas Market Center Operating, L.P., WTC-Trade Mart, L.P.; IFDC Property Company, Ltd.; IFDC Operating, L.P; shall be excess and non-contributory. Workers Compensation will provide a Waiver of Subrogation in favor of Toy Industry Association, Inc., Global Experience Specialists, Inc. (GES) (Official Contractor); Market Center Management Company, Ltd., Dallas Market Center Operating, L.P., WTC-Trade Mart, L.P.; IFDC Property Company, Ltd.; IFDC Operating, L.P. Show date(s) are: October 1 - 3, 2013 at city of Dallas. CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER: X CANCELLATION 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								
	5 Broadway, Suite 400 v York, NY 10010			A	UTHORIZE	D REPRESENTATIVE		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 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: Toy Industry Association (Show Management); Global Experience Specialists, Inc. (GES) (Official Contractor); Market Center Management Company, Ltd.; Dallas Market Center Operating, L.P.; WTC-Trade Mart, L.P.; IFDC Property Company, Ltd.; IFDC Operating, L.P. and Dallas Market Center - World Trade Center (Facility) and all associated entities must be listed as additional insureds on a primary and non-contributory basis. Workers Compensation policy must provide a waiver of subrogation in favor of named additional insureds.
- 6. CERTIFICATE HOLDER: Must be Toy Industry Association, Inc.

John Antho

- 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 #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.



ES Global Sind Party Billing Request

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 702.515.5970 for international exhibitors

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Fall Toy Preview 2013

Dallas Market Center - World Trade Center October 1 - 3, 2013

Form Deadline Date: September 6, 2013

COMPANY NAME	EMAIL ADDRESS	SHOWROOM OR BOOTH NUMBER

If you would like to arrange for 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 1: Exhibiting Firm - Complete Below Information

- Step 3: Fill in the appropriate information and select the services to be charged to the Third Party. The Third Party signature is required to authorize these services.
- Step 4: Complete and sign the Third Party Credit Card Authorization.
- Step 5: Return this form 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.

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

EXHIBITING FIRM		-	CARDHOLDER'S NA	AME	PLEASE PRINT
STREET ADDRESS			CARDHOLDER'S BIL	LLING ADDRESS	CITY
CITY	STATE	ZIP	STATE	ZIP	COUNTRY
PHONE	FAX		Account Numb	per	
The items checked be Booth Cleaning Exhibit Systems Rental Carpet Transportation Charge Other (Please Specify		the Exhibiting Firm: □ Electrical Labor □ Material Handling In & Out □ Signs	EXPIRATION DA	☐ VISA ☐ American Express	□ Corporate Card □ Personal Card
		or the above selected services di GES Terms & Conditions of	is missing. (i.e., and Signature.)	Expiration Date, Account Num	ill not be processed if any information liber, Contact Information, Type of Card, charge authorization to be on file with k wire transfer.
PLEASE X AUTHORIZE	ED SIGNATURE		PLEASE SIGN	X CARDHOLDER'S SIGNATURE	
AUTHORIZE	ED NAME - PLEASE PRINT	DATE		CARDHOLDER'S NAME - PLEASE PE	RINT DATE
STEP 3: Third Part	ty - Complete Below	Information	STEP 4: Th	AME	Charge Authorization PLEASE PRINT CITY
CITY	STATE	ZIP	STATE	ZIP	COUNTRY
PHONE	FAX		Account Numb	per	
The items checked be Booth Cleaning Exhibit Systems Rental Carpet Transportation Charge Other (Please Specify		the Third Party: ☐ Electrical Labor ☐ Material Handling In & Out ☐ Signs	EXPIRATION DA	ATE MasterCard VISA American Express	Corporate Card Personal Card
I agree in placing this or and that I have accepted			missing. (i.e., Ex Signature.) We i	xpiration Date, Account Number	ill not be processed if any information is er, Contact Information, Type of Card, and ge authorization to be on file with GES e transfer.
PLEASE SIGN			PLEASE SIGN	x	
	ED SIGNATURE			CARDHOLDER'S SIGNATURE	

DATE

DATE

CARDHOLDER'S NAME - PLEASE PRINT

STEP 2: Exhibiting Firm Credit Card Charge Authorization

AUTHORIZED NAME - PLEASE PRINT

Toll Free: 800.475.2098 | Tel: 702.515.5970 | www.ges.com/chat