



Serving the World of Chemical Analysis

## EXHIBITOR APPOINTED CONTRACTOR FORM

An exhibitor-appointed contractor (EAC) is any company (or individual) that is hired to install/dismantle/provide service to an exhibitor at Gulf Coast Conference (GCC) (e.g., installation/dismantle contractors, booth designers, non-official florists, furniture suppliers, laborers, etc.).

### An exhibitor may use an EAC if:

- 1) The service to be performed is not listed as an exclusive service
- 2) The exhibitor has designated the company as their EAC to GCC management on the Intent-to-Use Exhibitor-Appointed Contractor form
- 3) The EAC submits the Exhibitor-Appointed Contractor (EAC) Application/Contract to GCC management, agreeing to abide by all requirements

Exhibitors who plan to use a firm that is not designated as an GCC official service contractor must complete the EAC Intent-to-Use Form for each company contracted to work on their booth.

Additionally, the designated EAC must complete the EAC Application/Contract by October 10, 2018, or they will not be permitted to service your exhibit. If the requirements have not been met by the October 10, 2018, deadline, the exhibitor will be required to hire the services of the GCC official service contractor, Freeman, for the installation and dismantling of their stand and they will be billed accordingly.

GCC reserves the right to deny access to 2018 GCC to EACs if these requirements have not been met or when determined to be in the best interest of the show.

**EAC INSURANCE REQUIREMENTS:** EAC agrees to maintain the insurance coverages listed below at all times during GCC, including move-in and move-out periods. Evidence of insurance coverage must be available for inspection at the Moody Gardens Convention Center. GCC reserves the right to request evidence of insurance coverage at any time. These requirements in no way limit the liability of EAC.

**WORKERS' COMPENSATION:** Statutory as per the respective state or country

**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.

**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 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. Gulf Coast Conference, Inc., Moody Gardens Convention Center, and Freeman Decorating must each be named as additional insured.

**AUTOMOBILE LIABILITY INSURANCE:** EAC that owns or operates any vehicle at the Moody Gardens Convention Center must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at

the Moody Gardens Convention Center, 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. Gulf Coast Conference, Inc, Moody Gardens Convention Center, and Freeman Decorating 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 GCC, 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 GCC 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 GCC rules and regulations or the GCC Exhibitor Contract Terms & Conditions.

**VIOLATIONS:** GCC may deny the EAC access to GCC if EAC fails to comply with the terms of this contract or the GCC rules and regulations. GCC will not be liable to any exhibitor or EAC for any losses that result from an EAC's failure to comply.

**AGREEMENT:** By signing the GCC Exhibitor-Appointed Contractor (EAC) Application/Contract, company agrees to comply with all terms and conditions of GCC management, as stated within this document, the GCC rules and regulations and on the GCC website.

**Please provide the following:**

**EXHIBITING COMPANY:** \_\_\_\_\_ **BOOTH NUMBER:** \_\_\_\_\_

**EAC COMPANY:** \_\_\_\_\_

**EAC ADDRESS:** \_\_\_\_\_

**EAC ON-SITE CONTACT NAME:** \_\_\_\_\_

**ON-SITE CONTACT PHONE NUMBER:** \_\_\_\_\_

**ON-SITE CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**SERVICES TO BE PERFORMED:** \_\_\_\_\_

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

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**GCC CONTACT:** Email Form to Anita Metcalf at [ametcalf@gulfcoastconference.com](mailto:ametcalf@gulfcoastconference.com)