



SCHEDULERS & DISPATCHERS CONFERENCE

JAN. 24-26, 2023 | NASHVILLE, TN



EXHIBITOR-APPOINTED CONTRACTOR (EAC)/THIRD-PARTY RULES

Exhibitors have the option of using Freeman (the official service contractor for SDC2023), a qualified independent exhibitor-appointed contractor (EAC) or full-time personnel from their own company to install and dismantle displays.

It is the exhibitor's responsibility to ensure that all representatives of the EAC abide by NBAA's Exhibitor Rules and to provide badges for those staff working on show days.

The exhibiting company is responsible for the actions of their independent contractors and subcontractors.

An exhibitor-appointed contractor (EAC) is any individual or company that is not an employee of your company and is hired to install/dismantle/provide service to your booth (i.e.; booth designers/builders/installation/dismantling contractors, non-official florists, furniture suppliers, laborers, etc.).

Exhibitors may use an EAC if:

- The service to be performed is not listed as an exclusive service
- The exhibitor has designated the EAC as their service provider on the [NBAA Exhibitor-Appointed Contractor Form/Contract](#)
- The EAC submits the [EAC Application/Contract](#) and Certificate of Insurance to NBAA and agrees to abide by all EAC rules
- All EAC workers have Exhibition Services & Contractors Association (ESCA) Worker Identification & Security (WIS) badges

STAND DRAWING APPROVAL

NBAA requires all fuel rows and all exhibitors in 20 ft by 20 ft exhibit space, even those using the same booth as in previous years, to submit detailed stand drawings including dimensions, for approval by Dec. 27, 2022, to exhibits@nbaa.org.

Refer to the booth rules to see a detailed list of rules for your exhibit space prior to designing your space to be

sure that it complies with show rules.

STAND DRAWING REQUIREMENTS

Stand drawings must include the following and be submitted to NBAA at exhibits@nbaa.org by Dec. 27, 2022.

- Exhibitor name and booth number
- Rendering packet, including back view
- Technical drawings
- Booth dimensions – heights, widths, and lengths of all hard walls, including glass
- Orientation – label surrounding stand numbers
- Directional information
- Maximum exhibit height within booth

Please note that hanging signs and exhibit elements that require rigging are not permitted at SDC2023.

Also, please keep in mind that exhibitors have a limited move-in period. Please plan your exhibits accordingly.

Note: Exhibitors who have not received prior approval for their stand drawing may be delayed upon move-in.

EAC NOTIFICATION

- EACs and any of their subcontracting companies must complete the online Exhibitor-Appointed Contractor (EAC) Form/Contract and must upload their company's Certificate of Insurance (COI) by Dec. 27, 2022.
- If the requirements have not been met by Dec. 27, 2022, the exhibitor will be required to hire the services of the SDC2023 official service contractor, Freeman, for installation and dismantling of their stand.

INSURANCE

- EACs must complete the Exhibitor-Appointed Contractor (EAC) Form/Contract, which is an agreement between NBAA and the EAC stating the EAC has the appropriate insurance and upload their company's certificate of insurance for approval in advance, by Dec. 27, 2022.
- EAC's are advised to have a copy of the insurance certificate with them on site.
- EAC agrees to maintain the insurance coverage at all times during SDC2023, including move-in and move-out periods.
- Evidence of insurance coverage must be available for inspection at the Music City Center (MCC). NBAA reserves the right to request evidence of insurance coverage at any time. These requirements in no way limit the liability of EAC.
- Insurance must include the following:
 - ❖ Workers' Compensation – Statutory as per the respective state or country
 - ❖ Employers Liability:
 - o Bodily Injury by Accident (\$100,000 each accident);
 - o Bodily Injury by Disease (\$100,000 each employee & \$500,000 policy limit).
 - o 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.
- Automobile Liability Insurance - EAC that owns or operates any vehicle at the MCC must maintain automobile liability insurance with limits in an amount adequate to cover all of their motor vehicles at the MCC, but not less than \$500,000.
- Sample certificate of insurance is included within this Exhibitor Service Kit.
- All insurance must be primary and noncontributory to any other insurance coverage and each exhibitor shall obtain a waiver of subrogation on each policy in favor of the additional insured Parties.
- National Business Aviation Association, Inc.; Freeman; the Music City Center; and their officers, employees, agents and assigns, must each be named as additional insureds on the commercial general liability and automobile liability insurance.

INDEMNIFICATION & ASSUMPTION OF RISK

EAC shall indemnify Show Management and 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 SDC, 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.

EXHIBITOR-APPOINTED CONTRACTORS (EACs)/THIRD-PARTY CONTRACTORS

On-site Setup

- EAC's and all their job boxes must remain within the exhibitors' contracted space.
- EAC's must not use common areas, aisles or adjacent exhibitor space as production areas.

Badges

- Exhibitors utilizing the services of an installation and dismantling company/EAC during official show hours must provide exhibitor badges for those individuals.
- Installation and dismantling individuals working other than official show hours are required to wear setup and tear-down wristbands.

Local Labor Jurisdiction

- PLEASE NOTE: Facilities do not use uniform national rules.
- Hotel bell carts are not allowed on the exhibit hall floor.
- In the MCC, an exhibitor may "hand carry" booth materials provided they do not use any dollies to assist them. When exhibitors choose to "hand carry" their items, they may not be permitted to access the loading dock/freight door areas.
- The teamsters, hired through Freeman, local union has jurisdiction for the erection and dismantling of all exhibits, unless this work is performed by a full-time employee of the exhibiting company. In this case, the company personnel should carry proper company identification.
- If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identification card or payroll stub. This rule prohibits the utilization of

workers hired from a non- union agency or company.

- To secure labor, teamsters should be hired through Freeman (labor order forms available in the exhibitor service kit) or through an exhibitor appointed contractor.
- Stagehands are responsible for all A/V at SDC.

Segways, Skateboards, In-line/Roller Skates, Bicycles, Electric Footboards and Scooters

- The use of Segways, skateboards, hoverboards, inline skates or roller skates or any other motorized vehicle is not permitted at SDC2023.
- Bicycles and scooters are permitted during move-in and move-out only, provided they are operated in a safe manner.

SMOKING

Smoking is prohibited in the exhibit halls at the SDCC.

Individuals who are caught smoking in the exhibit halls will be given a warning. If caught smoking in the exhibit halls a second time, individuals will be removed from the exhibit hall and will not be permitted to work for the remainder of the day.

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 SDC rules, including those found in the Exhibitor Service Kit, and shall ensure that its actions do not cause an exhibitor to violate the SDC rules or the SDC Exhibitor Contract Terms & Conditions.

VIOLATIONS

NBAA may deny the EAC access to NBAA-BACE if EAC fails to comply with the terms of the Exhibitor-Appointed Contractor (EAC) Application/Contractor and the NBAA-BACE rules. NBAA will not be liable to any exhibitor or EAC for any losses that result from an EAC's failure to comply.