



**DEADLINE: DECEMBER 6, 2002**

January 9-12, 2003  
Las Vegas Convention Center  
Las Vegas Hilton & Alexis Park Resort  
Las Vegas, Nevada

## Exhibitor Appointed Contractor Agreement (FOR EAC USE)

This agreement is between the Consumer Electronics Association (CEA) and \_\_\_\_\_, hereinafter referred to as the Exhibitor Appointed Contractor (EAC). The EAC mailing address is noted as:

\_\_\_\_\_ and is acting as EAC for the exhibitors and booths listed below for the 2003 International CES (event) held in Las Vegas, NV, January 9-12, 2003.

<u>Exhibitor(s)</u>	<u>Booth #</u>	<u>Exhibitor(s)</u>	<u>Booth #</u>

### 1. Definitions:

- The term "event" refers to the 2003 International CES located in Las Vegas, NV on January 9-12, 2003.
  - The term "exhibit halls" refers to the following physical show locations where this event is being held: Las Vegas Convention Center; Las Vegas Hilton; Alexis Park Resort.
  - The term "vehicles" refers to all types of motor-driven carts, automobiles, trucks, tractors, etc.
2. The EAC acknowledges that they have read and agree to all rules and regulations regarding the operation of this event including the exhibitor service manual.

### 3. The EAC agrees:

- To remove all gang boxes, ladders, or other equipment from the aisle or other common areas by the close of work hours each night. The EAC is permitted to store equipment in the exhibitor's booth only.
- Not to operate a service desk of any type within the exhibit hall, unless specifically approved by International CES. If approved, the service desk is to be set up at the EAC's expense.
- That any property of the EAC not removed at the close of working hours is left at their own risk. Further, any such property may be moved, removed or stored at the EAC's expense if it is considered for any reason by International CES to interfere with any aspect of the move-in or move-out. International CES reserves the right to require pre-payment as a condition of returning said property.
- That they will abide with the fire and safety regulations, all other prevailing regulations of governmental agencies and the exhibit hall.

e. To abide by the rules and regulations of the event as set forth or amended by International CES.

4. The EAC affirms that they have confirmed work orders from all exhibitors listed above, and that they will not in any manner solicit work from other exhibitors or booths in this show under any circumstances. The EAC must confine its operations to the exhibit area of its clients. No service desk, storage areas or other work facilities shall be located within the exhibit facilities contracted by International CES. Show aisles and public space are not considered part of the booth area. The EAC may not, under any circumstances, solicit business on the show floor.
5. The EAC further agrees that International CES may expel them from the premises at any time should they be found to be working in any exhibitor's booth not listed above unless authorized in advance by International CES.
6. Insurance: The EAC agrees to carry personal and property damage liability and worker's compensation insurance, and agrees to provide International CES with an original valid insurance certificate 30 days before the event, maintained in a financially sound insurance company admitted and licensed to provide insurance in the state where the EAC is domiciled for the following minimum coverage:
- Worker's compensation, employee, and employer's liability coverage in full compliance with all laws covering clients employees and all temporary labor hired to perform work on this event.
  - Comprehensive general liability insurance against claims for single limit bodily injury or death and property damage coverage, contractual liability coverage, products liability coverage and with completed operations coverage in the amount of \$1,000,000 for each occurrence.

- c. The Consumer Electronics Association, International CES, appropriate exhibit facilities and GES Exposition Services shall be named as additional insured on all policies of insurance coverage's.
- d. Comprehensive automotive liability coverage, including hired and non-owned auto of not less than \$500,000 each occurrence.
- e. Thirty (30) days prior written notice of cancellation and proof of replacement coverage meeting the same conditions expressed above. Any other coverage as may be required by International CES from time to time shall be obtained on demand.

**7. Hold Harmless:**

- a. The EAC agrees to indemnify and hold harmless CEA, International CES, Las Vegas Convention Center, Las Vegas Hilton, Alexis Park, and all other official contractors and all exhibitors and their successors and assigns, against and in respect of any and all damages, claims, losses, liabilities, and expenses, including without limitation, reasonable legal, accounting, consulting, engineering, and other expenses, which may be imposed upon or incurred by International CES, or asserted against International CES, its successors or assigns, by any other party or parties (including, without limitation, a governmental entity), in any way arising out of or in connection with EAC's occupancy or use of the exhibit hall and with regard to an act, omission, negligence or misconduct on the part of the EAC or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any other person entering upon the exhibit hall leased hereunder with the express or implied invitation or permission of EAC.
- 8. The EAC agrees that they will work in the hall only between the hours specified by International CES (or other hours specifically authorized by International CES) and will abide by all badging rules established by International CES.
- 9. The EAC may be required and agrees to pay for guard-service as required by International CES for all booths that EAC requests

permission to work on after 7:00p.m. or before 7:30a.m. daily. Permission for after-hour work must be obtained from International CES prior to 2:30p.m. daily before the late work may commence.

- 10. The EAC agrees to abide by all existing union contracts, regardless of dispute from a prior work engagement. Any dispute causing injury of any kind to International CES, its agents, contractors, exhibitors or attendees will be the full responsibility of the EAC including, but not limited to, all consequential damages arising out of such a dispute.
- 11. International CES has no responsibility whatsoever for any property at the event or any financial obligation of the EAC under any circumstances.
- 12. Any disputes arising out of this Agreement will be judged under the laws of the Commonwealth of Virginia.
- 13. The EAC will refrain from placing an undue burden on the exhibition service contractor, GES Exposition Services, by interfering in any way with their work.
- 14. The EAC agrees to pay all reasonable costs incurred by the exhibition service contractor (GES) in connection with the EAC's operation that would not have been incurred otherwise.
- 15. The EAC will cooperate fully with the exhibition service contractor, GES Exposition Services, and will comply with existing labor regulations or contracts as determined by the commitment made and obligations assumed by International CES in any contracts with its official contractors.
- 16. The EAC under no circumstances will be allowed to remove floor marking tape until the close of the exposition
- 17. All EAC's and their labor must be badged through Show Management by using the form in the exhibitor service manual. NO ONE WILL BE ALLOWED ON THE SHOW FLOOR WITHOUT PROPER IDENTIFICATION.

The EAC agrees that failure to abide by any and all rules stated above or created by Show Management prior to or during the event is cause for expulsion from the exhibit hall, and that International CES has final authority over all such matters.

The EAC states that the following individuals are the only company employees officially working at this event (do not include temporarily hired labor), and that they are all aware of every provision of this Agreement.

NAME	ORGANIZATION	TELEPHONE

This Agreement represents the entire agreement and each party acknowledges receipt of a copy of this Agreement. The EAC is responsible for obtaining a copy of the International CES Exhibitor Service Manual from the Exhibitor.

EAC (print company name) \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Title: \_\_\_\_\_

**INCLUDE THIS SIGNED AGREEMENT WITH OTHER EAC PAPERWORK AND MAIL OR FAX TO INTERNATIONAL CES HEADQUARTERS:**

**2003 International CES – Operations Dept.**  
**2500 Wilson Boulevard**  
**Arlington, VA 22201-3834**  
 Phone: (703) 907-7786 Fax: (703) 907-7598 E-mail: [CESops@CE.org](mailto:CESops@CE.org)