



VENDOR AGREEMENT

In consideration of approval by Town and Country Hotel, LLC ("Hotel") for Vendor to perform work or services on Hotel premises, the undersigned Vendor agrees to the following terms and conditions:

1. Vendor will observe Hotel policies and procedures Including Rules and Regulations, Protection of the Physical Plant, Exhibit Policies and Procedures and others as unidentified by the Hotel.
2. Vendor acknowledges the following:
 - a. All equipment to be used through connection with Hotel's electrical, gas or water or is attached to the facility structure, must be approved at least 48 hours in advance by the Hotel's Engineering Department or authorized in-house audiovisual company. All equipment must conform to OSHA and applicable codes and regulations.
 - b. When another supplier is supplying sound equipment services, the Hotel or its in-house audiovisual company does not supply microphones on a complimentary basis.
 - c. Whenever a microphone mixer or recording device is attached to the Hotel's permanently installed sound system, a per patch charge will be made based on applicable rates when the event is held.
 - d. Power hookup charges will be based on applicable rates when the event is held.
 - e. All rigging for audiovisual and lighting equipment will be performed exclusively by the in-house audiovisual company at applicable rates.
3. **Indemnification** - Vendor agrees to Indemnify and Hold Harmless Hotel, its owners, managers, directors, officers and employees for any claims, actions, costs, losses, expenses and/or damages, including attorney's fees, arising out of or resulting from Vendor's work or service on Hotel premises, unless the same are as a result of the gross negligence or willful misconduct of the Hotel, its officers, directors and employees or any one of them.
4. **Insurance** - Vendor agrees to provide Hotel with Certificates of Insurance and Policy Endorsements documenting required insurance coverages at least 10 working days prior to providing services. Insurance carriers utilized must have an A.M. Best's rating of A or better.

Vendor Insurance Requirements:

- a. **COMMERCIAL GENERAL LIABILITY** insurance of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate, written on an Occurrence Form and naming Town and Country Hotel, LLC as an ADDITIONAL INSURED. Such insurance shall be PRIMARY and NON-CONTRIBUTORY with insurance policies maintained by Hotel.
 - b. **AUTOMOBILE LIABILITY** insurance of not less than one million dollars (\$1,000,000) combined single limit and naming Town and Country Hotel, LLC as an ADDITIONAL INSURED. Such insurance shall be PRIMARY and NON-CONTRIBUTORY with insurance policies maintained by Hotel.
 - c. **WORKERS COMPENSATION** insurance according to statutory limits with Employees Liability coverage of one million dollars (\$1,000,000). Such Insurance will contain a WAIVER OF SUBROGATION endorsement waiving the insurer's rights of subrogation against Hotel.
 - d. All policies of insurance shall be endorsed to require 30 days advance notice to Hotel of policy cancellation or material change in coverage.
5. All subcontractors must be approved by Hotel at least 10 days prior to providing services.
 6. The Hotel may change the above terms and conditions or rescind Vendor approval as its sole discretion.

The undersigned has read, understands and agrees to the above terms and conditions. Signer warrants and represents that he/she has full authority to bind the Vendor Company to the terms of this Agreement.

BY(SIGNATURE)		DATE
FOR (NAME OF COMPANY)	PRINTED NAME AND TITLE	