

SAMPLE INDEMNITY AND INSURANCE CLAUSES FOR SECTION EXHIBITOR AGREEMENTS

CAUTION: The following are only sample clauses designed to be incorporated in a contract with exhibitors for the use of exhibit space at section sponsored exhibitions. It is not a complete exhibitor agreement and does not necessarily cover all contingencies. This should be used to become acquainted with issues involved. Any agreements prepared using these model clauses should be reviewed by local legal counsel before being issued.

INDEMNITY AND LIMITATION ON LIABILITY

Exhibitor covenants and agrees to hold [name of section]; the owners, operators, and managers of the [name of exhibition facility]; and the respective officers, agents, and employees of each (hereafter collectively referred to as "Exhibit Management") harmless from any and all claims of liability, damage, or expense arising from any injury to or death of any person, including Exhibitor's employees, agents, or contractors or any loss of, damage to, or theft of any property, including Exhibitor's. An omission of Applicant includes any failure of Applicant to comply with any of the terms and conditions of this Agreement; any rules and regulations of the Exhibition; and any laws of the City of [name of city], State of [name of state], or of the United States. Exhibitor agrees to indemnify all members of the Exhibit Management group for any and all expenses, attorneys' fees, and any judgments awarded or settlement amounts agreed to. Exhibitor also agrees that Exhibit Management is not responsible for any loss, damage, or theft of or to any property of anyone, including Exhibitor and its employees, agents or contractors, while in transit to or from the [name of facility], while in the [name of facility], or otherwise.

INSURANCE

[Name of section] is not a bailee, insurer, or guarantor of the safety of Exhibitor's property and will not be liable for loss of or damage to it. All Exhibitor property is understood to be under Exhibitor's custody and control at all times. Exhibitors must insure their own property.

Exhibitor will maintain, at its sole expense, comprehensive general liability insurance covering bodily injury and death to persons and property damage with minimum per occurrence limits of \$1,000,000 and workers compensation and employer's liability insurance covering all those engaged by Exhibitor to provide services on its behalf with minimum limits as required by the laws of [state where exhibit will take place] in addition to adequate casualty property coverage for its property. The general liability policy will name [section name] and [facility owner and/or manager] as additional insureds and all rights of subrogation against Exhibition Management must be waived.