

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

☒ Action ☐ Information

MEAD Number:
201873

Resolution:
☒ Yes ☐ No

TITLE:

Indemnification - Wash. Conv. & Sports Authority

PRESENTATION SUMMARY:

To inform the Board about the regional procurement fair Metro plans to host in June 2017 at the Walter E Washington Convention Center, and to seek Board approval of the indemnification terms required for use of the Convention Center facilities and services.

PURPOSE:

To seek Board approval of an indemnification for use of the Convention Center facilities.

DESCRIPTION:

The "Back2Business" procurement fair is scheduled for June 20, 2017, from 8 a.m. - 3 p.m., at the Walter E Washington Convention Center. The Convention Center requires event hosts to accept the indemnification terms included in its agreement for use of facilities and services.

Key Highlights:

- Metro plans to host a procurement fair on June 20, 2017 to promote business opportunities for regional companies, with a focus on connecting small businesses and minority businesses with Metro contracting opportunities.
- The event is planned at the Walter E Washington Convention Center, which provides premier event space in the Washington region.
- Events DC, which manages usage of the Convention Center, requires all event space vendors that wish to host meetings at the Convention Center to accept indemnification terms included in their agreement for use of facilities and services.
- Board Resolution 2011-30 requires Board approval where an agreement requires WMATA to indemnify the counterparty

Background and History:

Metro has been working to organize a regional procurement fair in June 2017, and has secured event space at the Walter E Washington Convention Center.

Discussion:

On June 20, 2017 from 8am - 3pm, WMATA is hosting a regional procurement fair titled "Back2Business" to promote DBE/SBE business opportunities for regional companies. Event space has been secured at the Walter E Washington Convention Center.

The event will feature internal Metro teams providing on-site business certification support with the new Metro customer relationship management (CRM) system, educational workshops on how to do business with the Authority, and contract forecasting documents that provide companies with an outlook of new opportunities.

Events DC, which manages the Walter E Washington Convention Center event space, requires all event space vendors that wish to host meetings to accept the indemnification terms included in their agreement for use of facilities and services. As a result, the agreement contains certain indemnification language.

In accordance with Board Resolution 2011-30, the Board of Directors must approve indemnification before the document can be signed.

FUNDING IMPACT:

Define current or potential funding impact, including source of reimbursable funds.	
Project Manager:	Lynn Bowersox
Project Department/Office:	Customer Service, Communications and Marketing

TIMELINE:

Previous Actions	None
Anticipated actions after presentation	June 20, 2017: Metro scheduled to host a procurement fair at the Walter E Washington Convention Center

RECOMMENDATION:

Metro staff recommends Board approval of indemnification terms required for use of the Convention Center facilities and services for a procurement fair in June 2017.

SUBJECT: INDEMNIFICATION OF THE WASHINGTON CONVENTION AND SPORTS
AUTHORITY T/A EVENTS DC

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, Board Resolution 2011-30 delegates to the General Manager/Chief Executive Officer (GM/CEO) authorization to enter into intergovernmental agreements, but requires that the GM/CEO seek Board of Directors approval for any indemnification agreement; and

WHEREAS, The Washington Metropolitan Area Transit Authority (WMATA) wishes to enter into a license agreement with the Washington Convention and Sports Authority T/A Events DC ("Events DC") for the use of the Walter E. Washington Convention Center on June 20, 2017, for the purpose of a regional procurement fair; and

WHEREAS, The license agreement for the use of the venue, included with this resolution as Attachment A, requires WMATA to indemnify Events DC; now, therefore be it

RESOLVED, That the Board of Directors authorizes the GM/CEO or his designee to indemnify Events DC as shown in Attachment A; and be it finally

RESOLVED, That in order to enter into the license agreement in advance of the date of the regional procurement fair, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
General Counsel



**LICENSE AGREEMENT
WALTER E. WASHINGTON CONVENTION CENTER**

THIS LICENSE AGREEMENT is made this 27th day of March, 2017 between the **WASHINGTON CONVENTION AND SPORTS AUTHORITY T/A EVENTS DC** ("Events DC"), an independent authority of the District of Columbia, being a corporate body, having its principal address at 801 Mount Vernon Place N.W., Washington, D.C. 20001 and **Washington Metropolitan Area Transit Authority** ("Licensee"), having its principal address at **600 Fifth Street, NW, Washington, 20001**.

Section 1. Grant of License; License Period. Events DC grants to Licensee and Licensee accepts a revocable, non-personal and nontransferable license to use the area(s) (the "Licensed Area") described in Attachment I in the Walter E. Washington Convention Center ("Convention Center") for conducting **WMATA Procurement Fair** (Event Code **17EMATA**), (the "Event") for the period(s) specified (the "License Period").

Section 2. Fees and Payment.

(a) Licensee shall pay Events DC a license fee of **\$ \$21,510.00**, (the "License Fee"). The License Fee shall be paid as follows: 25% (or \$5,377.50) due upon execution of Agreement; 25% (or \$5,377.50) due on or before April 19, 2017; and the final balance of 50% (or \$10,755.00) due on or before May 19, 2017.

(b) Licensee may make payments due under this Agreement by any of the following methods:

- (i) By electronic fund transfer to: WCSA Operating Account, Wells Fargo Bank, N.A., Washington, DC. Each transfer shall indicate the Event Code and Event dates;
- (ii) By Visa, MasterCard or American Express using Events DC's Credit Card Information and Authorization Form on Attachment II; or
- (iii) By certified check, payable to the Washington Convention and Sports Authority and delivered to Events DC, Walter E. Washington Convention Center, 801 Mount Vernon Place, N.W., Washington, D.C. 20001, attention: Accounts Receivable.

(c) The License Fee does not include charges for additional services or event space furnished by Events DC at Licensee's request. Licensee shall pay Events DC for all such additional services within thirty (30) days following its receipt of Events DC's invoice. By providing the information on the Credit Card Information and Authorization Form (Attachment II), Licensee authorizes Events DC to apply charges for such additional services to Licensee's credit card account if payment is not received as required under this Section.

(d) All payments shall be non-refundable except as otherwise expressly set forth in this Agreement. Interest will not be paid, refunded or credited to Licensee on any payment(s). Failure to make payment(s) as required shall constitute a breach and default of this Agreement.

(e) Events DC may, in addition to its rights under this Agreement or otherwise, assess Licensee a late payment charge of two percent (2%) per month on any unpaid balance. Any failure to impose a late payment charge shall not prejudice Events DC's right to do so should the outstanding balance or any portion thereof remain unpaid.

(f) Fees charged by Events DC, including the License Fee, are exclusive of charges for services provided by Events DC's designated service providers ("Service Providers" as described in Section 6), which services are provided under, and are subject to, separate agreements made between Licensee and such Service Providers. Licensee may be invoiced directly for these services by the Service Providers.

Section 3. Use of Licensed Area and Common Areas; Quiet Enjoyment.

(a) Licensee shall use the Licensed Area for the Event only and for no other purpose.

(b) Licensee acknowledges and agrees that, unless otherwise provided herein, Events DC maintains exclusive control over the common areas of the Convention Center (hereinafter the "Common Areas", defined as, among other locations, the immediate exterior of the Convention Center, entrances, walkways, pedestrian ramps and connectors (including the Marriott Marquis Hotel connector), stairs, elevators and escalators, concourses, restrooms, lobbies, the L Street Bridge, loading docks and vehicular ramps, and delivery or receiving areas) and that Licensee's access to and use of the Common Areas shall be non-exclusive. Events DC will coordinate, schedule and approve access to, and use of, the Common Areas.

(c) Events DC shall make reasonable efforts to notify Licensee of any construction (other than emergency work) to be performed in or immediately adjacent to the Licensed Area during the Event. In the event that noise from such construction materially interferes with the Event (excluding periods of move-in and move-out), Events DC shall make reasonable efforts to curtail the noise and interference. Events DC's liability, and Licensee's sole and exclusive remedy for the foregoing shall be limited to a refund of the License Fee adjusted for the amount of time that Licensee was unable to use the Licensed Area because of the interference.

Section 4. Submission of Event Plan. At least sixty (60) days prior to the commencement of the License Period, Licensee shall provide to Events DC, for its approval, a written plan describing in detail Licensee's intended use of the Licensed Area and the Convention Center. The plan shall include, but not be limited to: daily detailed schedule of activity for the entire License Period; exhibit floor plan; registration areas, interior and exterior signage dimensions and placement; use of exterior areas and Common Areas (if permitted); ballroom and meeting room set-ups; shuttle or other vehicular transportation routes; names of contractors servicing the Event; and other logistical information as may be reasonably required by Events DC. Events DC reserves the right to make reasonable alterations to Licensee's plan at any time upon consultation with Licensee.

Section 5. Security and Medical Services.

(a) **Security Services.** At all times during the License Period, Licensee shall, at its expense, provide for the Licensed Area trained, professional security personnel and services (selected from Events DC's register of eligible security services) and/or, as Event circumstances require, District of Columbia or other law enforcement personnel (collectively "Event Security"), which shall be scheduled and deployed in accordance with Events DC's minimum requirements as described in the *Event Planning Guide* on Events DC's website or as determined by Events DC in its reasonable discretion. Event Security (excluding law enforcement personnel) shall be licensed in the District of Columbia. At least fourteen (14) days prior to the commencement of the License Period, Licensee shall provide to Events DC for its approval: (i) the name and description of its Event Security, and (ii) a written security plan for the Licensed Area, which plan shall, at a minimum, describe the deployment of personnel, location of equipment, procedures, and points of entrance to and exit from the Licensed Area and the Convention Center. Events DC shall not be responsible for providing security for the Licensed Area. Events DC may, in consultation with Licensee, alter the security plan prior to the commencement of the License Period, provided, however, that it may alter the plan at any time as circumstances, including, but not limited to, protection of persons and property, require. Events DC shall provide Licensee reasonable notice of any such alterations.

(b) **Medical Services.** At all times during the License Period, Licensee shall, at its expense, provide professional and trained medical personnel and services for the Event in accordance with Events DC's minimum requirements as described in the *Event Planning Guide* or as determined by Events DC in its reasonable discretion. At least fourteen (14) days prior to the commencement of the License Period, Licensee shall provide Events DC with evidence that it has contracted with a medical service provider, which shall be approved by Events DC and which shall be licensed and/or certified under the laws of the District of Columbia and in good standing with all applicable regulatory authorities and professional entities.

Section 6. Exclusive Services.

(a) Events DC and/or its designated Service Providers shall, except as otherwise provided, have the exclusive right to provide the following services in the Convention Center:

- (i) Food and beverage service, concessions (including alcoholic beverages) and coat check (current designated Service Provider: Centerplate/NBSE).
- (ii) Utility service, including electrical and plumbing (current designated Service Provider: Hi-Tech Electric LLC).
- (iii) Technology services, including wired and wireless voice, data and Internet, and equipment and transmission lines (current designated Service Provider: SmartCity Washington).
- (iv) Motorized rigging (current designated Service Provider: Gary's Lighting Party, Inc.).
- (v) Digital signage network and displays (current designated Service Provider: Digital Conventions LLC).

(b) Licensee, its employees, agents or guests shall not sell, resell, give away, or repackage any of the above exclusive services.

Section 7. Permits; Compliance with Rules and Regulations. Licensee shall be solely responsible for obtaining all required licenses, permits and/or governmental approvals for the Event and the license granted herein. Upon Events DC's request, Licensee shall produce evidence of such licenses, permits and/or governmental approvals. Licensee shall comply with all Events DC rules, policies and procedures as described in the *Event Planning Guide* and all federal and District of Columbia laws applicable to its use of the Convention Center.

Section 8. Right of Entry; Public Safety. Events DC may, upon reasonable notice to Licensee, enter the Licensed Area at any time to ensure the safe, secure and efficient operation of the Convention Center and shall further have the right to refuse admission to, or remove any person from, the Convention Center when necessary for such purposes and/or to protect persons or property. In addition, if Events DC, through its Chief Executive Officer and/or its General Manager, declares that it is in the interest of public safety (such as, but not limited to, an emergency) to: (i) amend, suspend, or terminate this Agreement; (ii) modify Licensee's use of the Licensed Area or the Convention Center; or (iii) order the evacuation of the Licensed Area and the Convention Center, then Events DC may take such action(s) without incurring any liability. If the Event is cancelled and this Agreement terminated due to a declaration under this Section, then any undisputed portion of the License Fee, if previously paid, shall be refunded to Licensee on a pro-rated basis.

Section 9. Insurance. Notwithstanding any indemnification or limitation of liability provision in this Agreement, Licensee shall secure, at its sole cost, for the duration of the License Period (which License Period shall include move-in and move-out) from a company licensed by the District of Columbia, liability insurance, the coverage forms and limits of which are set forth in Attachment III to this Agreement (or other forms and at limits as may be reasonably required by Events DC), for claims arising from injury or death to persons or damage to property and contractual liability. Licensee's policy shall be the "occurrence" form, including coverage for operations, contractual liability (including the indemnification liability assumed herein) and products and completed operations. Except for workers compensation, all policies shall contain an endorsement stating that the Washington Convention and Sports Authority t/a Events DC, its Board of Directors, officers and employees, and the District of Columbia are included as additional insureds. At least twenty-one (21) days prior to the commencement of the License Period, Licensee shall submit to Events DC a standard Acord® certificate evidencing the insurance coverage required herein and which shall identify the additional insureds herein.

Section 10. Indemnification. Licensee hereby indemnifies, and shall defend and hold harmless Events DC, its employees, officers, directors, agents and the District of Columbia from and against any and all losses, damages, costs, expenses, claims, and other liabilities (including attorney's fees and costs) arising out of, or otherwise attributable to, the Event and the license granted herein, and/or Licensee's use and/or occupancy of the Convention Center. Licensee's obligations under this Section shall not extend to any claims arising from the sole negligence, gross negligence or intentional acts of Events DC or its agents, employees or representatives. Under no circumstances shall Events DC be required to indemnify Licensee.

Section 11. Intellectual Property. Licensee is solely responsible for obtaining rights in and to any and all names, likenesses, designs, logos, music, artistic works, works of authorship, recordings, materials, devices, performances, ideas, inventions, or any other form of expression protected by patent, copyright, trademark, trade secret, right of privacy or other proprietary right (collectively, "Intellectual Property") to be used during the License Period. Licensee hereby

indemnifies, and shall defend and hold harmless Events DC, its employees, officers, directors, agents and the District of Columbia from and against any and all losses, damages, costs, expenses, claims, attorneys' fees or other liabilities arising from, or otherwise attributable to, Licensee's use of such Intellectual Property or infringement of another party's rights therein.

Section 12. Surrender of Licensed Area; Holdover.

(a) Upon the expiration or termination of the License Period or this Agreement, Licensee shall vacate and yield up the Licensed Area and Convention Center (time being of the essence), remove all goods, fixtures, equipment and property brought into the Licensed Area and Convention Center, and return all areas occupied by Licensee and any equipment provided by Events DC, all of which shall be in the same condition and repair as originally furnished to Licensee, normal wear and tear alone excepted. Licensee shall pay all costs to repair or replace property damaged or lost during the License Period, including periods of move in and move out. Prior to the commencement of the License Period and upon the completion of Licensee's move-out, Events DC and Licensee shall jointly inspect the Licensed Area and any other areas of the Convention Center used by Licensee to ascertain and document any loss or damage. Within sixty (60) days after the move-out date herein, Events DC shall provide Licensee written notification of loss or damage caused by Licensee, and Licensee shall remit payment of all charges for any such loss or damage within thirty (30) days of the date of Events DC's notice.

(b) Should Licensee, its agents, exhibitors or invitees fail to vacate the Licensed Area and the Convention Center at the end of the License Period, then Licensee shall pay to Events DC its prevailing rate for the Licensed Area or areas of the Convention Center being held over, and Events DC may remove all goods, fixtures, equipment or property and treat the same as abandoned. Disposal of abandoned property shall be at the sole cost and expense of Licensee. In addition, Licensee shall be liable to Events DC for any losses, damages, costs, expenses, claims, and other liabilities if Licensee's holdover materially delays or impairs the use of the Licensed Area or the Convention Center by other customers or licensees.

Section 13. Assignment. This Agreement or the rights herein may not be assigned or transferred by Licensee without the express, prior written consent of Events DC which consent may be withheld in the sole discretion of Events DC.

Section 14. No Sublicense of Licensed Area. Licensee may not license, sublicense, lease, rent, sell, resell, transfer, assign or otherwise convey the Licensed Area (excluding areas identified herein as exhibit space) or any portion thereof.

Section 15. Non-Discrimination; Compliance With ADA.

(a) Licensee shall not discriminate against any person on the basis of race, color, religion, sex, national origin, or physical or mental disability in performing this Agreement or conducting the Event.

(b) Events DC is responsible for complying with the Americans With Disabilities Act (ADA) requirements for permanent access accommodations, such as, but not limited to, wheelchair ramps, elevator standards, door width standards, restroom accessibility and permanently installed assistive listening systems. Licensee shall be solely responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, and meeting room seating arrangements and exhibition accessibility. Licensee hereby indemnifies, and shall defend and hold harmless Events DC, its employees, officers, directors, agents and the District of Columbia from and against all damages, costs, expenses, claims, fines, penalties, attorneys' fees or other liabilities arising from, or otherwise attributable to, its alleged failure to comply with the ADA.

Section 16. Default By Licensee.

(a) Licensee is in default of this Agreement if any of the following should occur: (i) Licensee fails to assume occupancy of the Licensed Area at the commencement of the License Period; (ii) Licensee fails to pay any amount when and if due; (iii) Licensee fails to perform or breaches any material term or condition of this Agreement; (iv) Licensee violates any applicable laws; (v) Licensee files, or acquiesces in a petition for, bankruptcy, reorganization, insolvency or similar proceedings; or (vi) Licensee ceases doing business.

(b) If Licensee defaults, then Events DC may, if Licensee fails to cure such default within twenty-four (24) hours after receiving written notice from Events DC: (i) terminate this Agreement and enter into and reclaim the Licensed

Area or any area in the Convention Center; (ii) at its option re-license the Licensed Area or any part thereof, for whatever compensation Events DC may obtain; (iii) refuse entry to Licensee and its employees, agents, contractors, and event attendees; (iv) refuse to commence, or to continue, the performance of Events DC's obligations under this Agreement; (v) declare the entire License Fee due and payable; or (vi) seek other remedies available at law or in equity. The pursuit of any partial or single remedy shall not prevent Events DC from pursuing any other remedy.

Section 17. Default by Events DC.

(a) Events DC is in default of this Agreement if it: (i) fails to provide the Licensed Area during the License Period; (ii) fails to perform or breaches any material provision of this Agreement; (iii) files, or acquiesces in a petition for, bankruptcy, reorganization, insolvency or similar proceeding; or (iv) ceases doing business.

(b) If Events DC defaults, then Licensee may, if Events DC fails to cure such default within twenty-four (24) hours after receiving written notice from Licensee: (i) receive a pro-rated refund of the License Fee paid to Events DC under this Agreement; and/or (ii) give notice of termination.

Section 18. Cancellation. Licensee's cancellation of this Agreement (or its use of any part of the Licensed Area) shall entitle Events DC to the full balance of the License Fee, whether paid or unpaid, not as a penalty, but as liquidated damages. Events DC agrees to make a good faith effort to re-license the Licensed Area. Should the Licensed Area or the cancelled part thereof be re-licensed, then, without limiting any of Events DC's other rights or remedies, whether under this Agreement, at law or in equity, the License Fee received by Events DC for the same will offset Events DC's liquidated damages.

Section 19. Force Majeure. If the Licensed Area or all or any other part of the Convention Center necessary to Licensee's Event becomes unusable or if the Event is otherwise rendered commercially impracticable by reason of fire, flood, acts of God, strikes against third parties, civil disorder, terrorism or acts of war, governmental directive or law, rule, ordinance or regulation, designation of the Convention Center as an emergency shelter, emergency storage and distribution facility or similar facility, or any reason or occurrence beyond the control of either party, then either party may terminate this Agreement by delivery of written notice to the other party and any undisputed portion of the License Fee, if previously paid, shall be refunded to Licensee on a pro-rated basis. Neither party shall be liable to the other for failure to perform its obligations if this Agreement is terminated pursuant to this Section.

Section 20. Miscellaneous.

(a) Entire Agreement. This Agreement, the *Event Planning Guide*, and Attachments I, II and III constitute the entire agreement of the parties with respect to the subject matter it covers, and supersedes all prior or other negotiations, representations and agreements between the parties and their representatives. No other oral or written agreement shall vary or alter any provision of this Agreement unless both parties consent in a signed writing.

(b) Notices. All notices shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally to Events DC and Licensee at their addresses set forth above, or to such other addresses as may be designated by written notice. Any notice of a change of address shall not be effective until actual receipt of the notice by the other party.

(c) Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, regardless of its choice of law rules. With respect to any suit, action or proceeding relating to this Agreement, Licensee hereby irrevocably submits to the exclusive jurisdiction of the Superior Court of the District of Columbia and the United States District Court for the District of Columbia.

(d) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such event shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been herein contained.

(e) Waiver. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 21. Waiver of Jury Trial. Each party, to the fullest extent permitted by applicable law, hereby irrevocably waives all right to trial by jury as to any issues, demands, actions, causes of action, controversies, claims or disputes arising out of or relating to this Agreement or any other matter involving the parties to this Agreement.

Section 22. Confidentiality. Except for such disclosure as the disclosing party determines in good faith is necessary to its employees and advisors or required by law, regulation or judicial or governmental order or decree, neither party shall publicly disclose or publicize in any manner any of the specific terms of this Agreement or any of the information furnished pursuant to this Agreement at any time without the prior written consent of the other party.

Section 23. Survival. The provisions of this Agreement governing payment of the License Fee and other charges, insurance, Licensee's indemnification obligations, force majeure, applicable law, jurisdiction and confidentiality shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind Licensee, its successors and assigns.

Section 24. Other Terms and Conditions.

Reserved.

IN WITNESS WHEREOF, Events DC and Licensee have caused this Agreement to be executed by their duly authorized officers on the date first written above.

**WASHINGTON METROPOLITAN AREA TRANSIT
AUTHORITY**

**WASHINGTON CONVENTION AND SPORTS AUTHORITY
T/A EVENTS DC**

By: _____
(Authorized signature)

By: _____
Samuel R. Thomas, Jr.
Senior Vice President and General Manager

Name (printed)

Title: _____

ATTACHMENT I
LICENSED AREA AND MOVE-IN AND MOVE-OUT DATES

EVENT CODE: 17EMATA
EVENT NAME: WMATA Procurement Fair

<u>LICENSED AREA</u>	<u>MOVE IN DATE AND TIME</u>	<u>MOVE OUT DATE ANDTIME</u>
HALL C MEETING ROOMS: 143ABC, 156, 157, 158AB	MON, JUNE 19, 2017 7:00 AM	TUES, JUNE 20, 2017 11:59 PM

ATTACHMENT II
CREDIT CARD INFORMATION AND AUTHORIZATION FORM

Thank you for selecting the Walter E. Washington Convention Center for your event. Please provide the information requested and return this form to Events DC, 801 Mount Vernon Place, NW, Washington, DC 20001, attention: Sales Department.

Licensee:	
Name of Event:	
Contact Name and Title:	
Email:	Phone:
Event Date(s):	

This signature below shall constitute my authorization for the Washington Convention and Sports Authority t/a Events DC to apply charges to the credit card indicated. I also acknowledge that I have read and understand the terms of the License Agreement governing payment of all fees and charges.

Credit card:

☐

Visa

☐

MasterCard

☐

American Express

Credit Card Number:	Expiration Date:
3-or-4-digit Security Code (back of card):	
Name as it appears on the credit card ("Card Holder"):	
Address of Card Holder:	
Signature: _____	
Telephone Number:	Fax Number:

The following persons are authorized users of the credit card indicated above:

Name: _____
Title: _____

EVENTS DC USE ONLY	
Event No:	AR Number:

**ATTACHMENT III
INSURANCE REQUIREMENTS†**

<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
I. Commercial General Liability:	
General Aggregate:	\$2,000,000
Products – Completed/Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Each occurrence:	\$1,000,000
Fire Damage (any one fire)	\$300,000
Medical expense (any one person)	\$5,000
II. Automobile Liability (covering owned, hired and non-owned vehicles for bodily injury and property damage), combined single limit (each accident):	\$1,000,000
III. Excess Liability (shall be following form or broader than underlying policies):	\$2,000,000‡
IV. Workers Compensation – Statutory limits:	
Employers liability – By each accident	\$500,000
Employers liability – By each disease	\$500,000
Employers liability - Policy limit	\$500,000

†Events DC does not represent that the above coverages and limits are adequate to protect Licensee and the insurance requirements herein shall in no way be deemed as a limitation on liability of Licensee.

‡Excess of general liability, automobile liability, and employers liability.

SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext.):	FAX (A/C No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR NO.)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE