

**FOOD WAIVER AND INDEMNIFICATION AGREEMENT
(TRADESHOW VENDOR AGREEMENT)**

(Hotel Name and Unit Number)

HOTEL POLICY

It is the Hotel's policy to allow food tradeshow to take place on the Hotel's premises. The Hotel recognizes that, in connection with food tradeshow, food tradeshow vendors will purchase food from sources other than the Hotel. Food tradeshow vendors may also want to use the Hotel's kitchen facilities to prepare and serve food during the tradeshow to the tradeshow guests. Improper handling of food may lead to food poisoning or other health hazards. Therefore, the Hotel may only allow a food tradeshow vendor to participate in a food tradeshow at the Hotel, if such food tradeshow vendor acknowledges by its signature below, its agreement to accept responsibility and abide by the terms set forth in this Agreement.

WAIVER

The undersigned food tradeshow vender ("Vendor") agrees to waive any claim for damages of any nature whatsoever and to release the Hotel, the Hotel owner, the Hotel Manager, Marriott International, Inc., and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from any liability or responsibility whatsoever for any ill-effect, injury, or loss incurred by Vendor or any third party including, but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

INDEMNIFICATION

Vendor agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel Manager, Marriott International, Inc., and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

[CONSULT RISK MANAGEMENT WITH ANY QUESTIONS REGARDING THE FOLLOWING INSURANCE CLAUSE. DO NOT DELETE THE FOLLOWING INSURANCE CLAUSE WITHOUT APPROVAL FROM RISK MANAGEMENT.]

INSURANCE

Vendor shall carry comprehensive general liability insurance including products liability and contractual liability for bodily injury or property damage with a combined single limit of not less than *[NOTE: \$1.0 MILLION OR MORE IS REQUIRED – PLEASE CONSULT SOP FOR APPROPRIATE AMOUNT]* each occurrence. Vendor shall provide the Hotel with a certificate of insurance evidencing such coverage and naming the Hotel Manager and the Hotel owner as additional insureds prior to the food tradeshow.

OPERATION OF KITCHEN FACILITIES

Vendor agrees that it, its employees and agents will follow the rules, directions and instructions of the Hotel staff. If the Hotel determines that Vendor or its employees or agents are using the kitchen facilities in a dangerous manner, it may immediately revoke Vendor’s privileges to use the kitchen facilities. In the event Vendor or its employees or agents damage any of the kitchen equipment, Vendor agrees to promptly pay for all costs and expenses associated with the repair or replacement of the damaged kitchen equipment.

VENDOR’S ACKNOWLEDGMENT

Vendor’s signature below indicates that Vendor has read and understood this Agreement and agrees to its contents. Vendor also acknowledges that the person signing on behalf of Vendor is authorized to bind Vendor to the terms of this Agreement.

VENDOR:

By: _____

Name: _____

Title: _____

Organization: _____

Dated: _____, 20__