

AGREEMENT

Contractor desires to perform work on Dallas Market Center property, Market Center Management Company, L.P. (MCMC) on behalf of WTC-Trade Mart 2015, L.P. and its affiliates, agrees that contractor may perform work on Dallas Market Center property provided contractor meets MCMC's insurance requirements and agrees to the following terms and conditions. This Agreement covers work performed by contractor for MCMC and for work performed by contractor for exhibitors/tenants of MCMC.

Agreement to Meet Minimum Insurance Requirements. Contractor agrees:

To carry, at contractor's expense, General Liability on an occurrence basis with limits of not less than \$2,000,000 aggregate and \$1,000,000 per occurrence; Business auto liability with limits of not less than \$1,000,000 for owned/non-owned/hired vehicles and Workers' Compensation with limits of \$1,000,000 or Employer's Indemnity Coverage with combined single limit of \$1,000,000 and umbrella coverage of \$1,000,000;

To be responsible for any and all costs in the event of injury to any employee or individual working with or for Contractor in the event Workers' Compensation or Employer's Indemnity Coverage is not provided;

WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P., Global Experience Specialists, Inc. and The Toy Association, Inc. must be named as additional insured on all general liability and business auto policies and insurance carried by contractor must be primary over any other insurance;

General Liability, Automobile, Workers' Compensation or Employers Indemnity policies will provide a waiver of subrogation in favor of WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P.; and Endorsements or policy language will be provided to MCMC.

Notwithstanding anything contained in this Contractor Agreement, at its sole discretion MCMC can prohibit any contractor or third-party or their associates from further work or access to the Dallas Market Center property.

Agreed:

Market Center Management Company, L.P.

Contractor

By: _____

By: _____

Printed Name: Mitzi Tally

Printed Name: _____

Title: Authorized Agent

Title: _____

Date: _____

Date: _____