



(Attachment A)

FOOD & WAIVER INDEMNIFICATION AGREEMENT

In the event that a patron insists on purchasing food from sources other than the Hotel or insists on the preparation or serving of food by persons other than Hotel employees, the Hotel may allow such activity or activities only if such patron acknowledges, by signing below, its agreement to accept the responsibility and abide by the terms set forth in this Agreement.

WAIVER

The undersigned patron ("Patron") and caterer ("Caterer") agree to waive any claim for damages of any nature whatsoever and to release the Hotel, the Hotel owner, the Hotel manager, White Lodging, Inc. 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 Patron and/or Caterer or any third party including, but not limited to, all manner of actions, causes of action, suites, 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 or the preparation or serving of food by person other than Hotel employees.

INDEMNIFICATION

Patron and Caterer agree to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel manager, White Lodging, Inc. 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, suites, 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 our 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 or the preparation or serving of food by person other than the Hotel employees.

OPERATION OF KITCHEN FACILITIES

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

ACKNOWLEDGMENT

Signatures below indicate that Patron and Caterer have read and understood this Agreement and agree to its contents. Patron and Caterer also acknowledge that the person signing on behalf of the Patron and/or Caterer is authorized to bind Patron and/or Caterer to the terms of this Agreement.

PATRON:

Signature: _____

Printed Name: _____

Title: _____

Organization: _____ Date: _____

CATERER:

Signature: _____

Printed Name: _____

Title: _____

Company: _____ Date: _____