

AUA 2020 Exhibitor and EDC Insurance Requirements

Indemnification

Exhibitors and their agents and contractors shall indemnify, hold harmless and defend the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), the Walter E Washington Convention Center, the Washington Convention and Sports Authority t/a Events DC, The District of Columbia, and their respective members, officers, directors, agents and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, of the Exhibitor, or any of its officers, agents, employees, invitees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of Show Terms, Conditions or Rules, or damage of any kind or nature arising out of or in connection with the Exhibitor's use and/or occupancy of Exhibit Space, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. The Exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor.

Waiver of Liability

Neither AUA nor any of its members, officers, agents or employees shall be held liable for, and all are released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause.

Insurance

Exhibitors and their agents and contractors shall, at their sole cost and expense, procure and maintain insurance to protect all parties against bodily injury and property damage claims arising from Exhibitor's participation in the Show, including but not limited to worker's compensation as required by the District of Columbia and United States statutes and commercial general liability insurance. Insurance carriers for this insurance shall have no less than an "A-Class VIII rating" according to A.M. Best's rating and shall be authorized to do business in the District of Columbia. Said insurance coverage shall be in effect from the first day of the Exhibitor Move-in Period to the last day of the Exhibitor Move-out Period. This insurance shall not be canceled prior to the termination date of insured's contract with the AUA or until after thirty (30) days prior written notice has been given to the AUA. It is agreed that any insurance maintained by the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), The Walter E Washington Convention Center, the Washington Convention and Sports Authority t/a Events DC, the District of Columbia and their respective members, officers, directors, agents and employees shall apply (if at all) in excess of, and not contribute with, coverage provided by the Exhibitor or any of its agents, contractors or representatives .

The following policies are required:

- **Commercial General Liability** (comprehensive) policy with coverage in such amounts as are adequate, but in no event less than \$1 million (U.S.) in respect of injuries to any one person in

any one occurrence, with a \$3 million aggregate, and \$2 million in respect to damage to property providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from Exhibitor's use of occupancy of the Exhibit Space and endorsed to include non-owned and hired automobile liability coverage (if Exhibitor does not maintain owned automobile liability coverage). Such insurance shall be primary and not require contribution from any of the additional insureds, other insurance coverage and shall afford immediate defense and indemnification, as named additional insureds, the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), the Walter E Washington Convention Center, the Washington Convention and Sports Authority t/a Events DC, the District of Columbia and their respective members, officers, directors, agents and employees to the limit of not less than \$1 million (U.S.)

- **Worker's Compensation Insurance** as required by law that will protect the American Urological Association (AUA), its affiliates (the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), the Walter E Washington Convention Center, the Washington Convention and Sports Authority t/a Events DC, the District of Columbia and their respective members, officers, directors, agents and employees from claims under any governing State or Federal acts
- **Commercial Automobile Liability** coverage for owned vehicles other than private passenger automobiles, with limits not less than \$1 million each occurrence combined single limit for bodily injury or death and property damage
- **Fire Legal Liability** of no less than \$100,000
- **Additional Insured** the Commercial General Liability (comprehensive) policy described above shall include the following additional insured endorsement language: "American Urological Association (AUA), its affiliates (the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), the Walter E Washington Convention Center, the Washington Convention and Sports Authority t/a Events DC, the District of Columbia and their respective members, officers, directors, agents and employees of each of these above mentioned organizations and entities shall be named as Additional Insureds."

Certificates of insurance

Certificates of Insurance must be procured by the exhibiting company and their contractors no later than 30 days prior to the Show. Certificates of insurance for the Exhibitor must be provided on demand to the AUA by the exhibiting company while the Exhibitor is at the Show. Certificates of Insurance for Exhibitor's contractors (EDC) must be delivered to the AUA, GES and the Walter E Washington Convention Center no later than April 24, 2020. Exhibitor-Designated Contractors (EDC) are required to procure and submit proof of insurance to AUA. No EDC will be allowed to work at the Show without AUA-approved insurance coverage and appropriate documentation.