

## Caterer/Vendor/Exhibitor/Third Party Entity Agreement

NAME OF CONTRACTOR/VENDOR/EXHIBITOR: \_\_\_\_\_

CONTRACTOR/VENDOR/EXHIBITOR REPRESENTATIVE: \_\_\_\_\_

DESCRIPTION OF PRODUCT OR SERVICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE(S) OF EVENT/SERVICES: \_\_\_\_\_

(include any set-up/break-down days)

In consideration of the opportunity to provides services for a fee, or display products and/or services on a University of Hawaii (“UH”) campus or property, the Caterer/Vendor/Exhibitor/Third Party Entity (herein referred to as “Vendor”) agrees as follows:

- 1. INDEMNIFICATION:** Vendor shall, at all times, indemnify, defend with counsel reasonably acceptable to UH, and hold harmless UH, UH’s officers, employees, agents, representatives, and any person acting on behalf of UH (collectively the “UH Agents”), from and against any claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH), by whomsoever incurred, sustained, or asserted, including, without limitation, claims for property damage, personal injury, bodily injury, death, lost revenues and other economic loss, and/or environmental damage, directly or indirectly arising from or connected with (a) Vendor’s or any of the Vendor’s Agents’ performance (or non-performance) under this agreement, (b) Vendor’s use of UH premises, or (c) any act, error, or omission on the part of the Vendor, or its agents, employees, invitees, participants or subcontractors.
- 2. TERMS:** Vendor shall, during the entire term of this agreement, at no cost to UH, maintain the applicable insurance described herein.
- 3. INSURANCE:** Vendor must provide proof of insurance through the issuance of a certificate of insurance and showing coverage and limits as specified below. Endorsements must be provided showing additional insured status has been granted. Certificates and Endorsements must be filed with the University before the Vendor is permitted on campus.

Vendor shall maintain limits coverages as follows: (1) Commercial General Liability: \$1M per occurrence / \$2M Aggregate which should include coverage for: Personal Injury, Property Damage, and Products Liability. (2) Business Automobile Liability: \$1M bodily injury (per person), \$1M bodily injury (per accident), \$1M property damage - each accident for any owned, leased, hired, or non-owned automobile. (3) Workers Compensation: Statutory Limits. (4) Employer's Liability: \$1M - each accident, \$1M - Disease (each employee), \$1M - Disease (policy limit).

The Insurance Must: (1) Be underwritten by a carrier rated at least an A – VII Financial Rating in A.M Best Key Rating Guide. (2) The University of Hawaii must be added as additional insured to the policies for General Liability Insurance and Automobile Liability Insurance by endorsement (3) The certificate of insurance or endorsement must state that a) this insurance is primary and written on a non-contributory basis as to any other valid and collectible insurance or self-insurance in force and b) a waiver of subrogation is granted in favor of the University of Hawaii for all policies listed on the certificate (4) Each policy shall provide that coverage shall not be suspended, voided or canceled, except with 30 days prior written notice to the University, except when cancellation is for non-payment of premium; then ten 10 days prior written notice may be given. Any insurers who refuse to provide the required notice, the Vendor or its insurance broker shall notify the University of any cancellation, suspension or non-renewal within 7 days of receipt of insurer’s notification to that effect.

UH reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Vendor is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

4. **WAIVER OF SUBROGATION:** The Vendor hereby grants to UH a waiver of any rights to subrogation which any insurer of said Other Party may acquire against UH by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Vendor has received a waiver of subrogation from the insurer.
  
5. **MISCELLANEOUS:** The effective date of this Agreement will be the date of signature of the Vendor’s authorized representative. The Vendor warrants that it will comply with all federal, state and local laws as well as UH policies applicable to its performance hereunder, including but not limited to those relating to nondiscrimination, equal employment opportunity, and affirmative action. The representative of the Vendor signing this Agreement warrants that he/she is a duly authorized representative of the Vendor.

CONTRACTOR/VENDOR/EXHIBITOR/THIRD PARTY ENTITY

By: \_\_\_\_\_  
(Signature of authorized representative)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_