

INSURANCE REQUIREMENTS FOR EVENT CATERERS

1. Caterers must provide evidence and copies of all necessary **City of Chicago and State of Illinois licenses and permits** as required for off-premise food and alcoholic beverage sales. Licenses and permits must be provided no later than ONE MONTH PRIOR to a Trade Show or Special Event. No Caterer or Concessionaire will be allowed to conduct business on site without all required licenses and permits.
2. **Caterers** must sign the attached **Insurance Agreement** and provide a **Certificate of Liability Insurance** in accordance with the following requirements and name the required additional insureds. No Caterer will be allowed to conduct business on site without a valid Certificate of Insurance. Exhibitors submit the Insurance Agreement and the Certificate of Insurance via the Operations Portal and showrooms please email to scamargo@themart.com.
3. Caterers shall maintain the following insurance in amounts not less than those specified below. A certificate of insurance evidencing the coverages required herein and endorsements showing additional insured and waiver of subrogation must be presented to The Mart by Caterer and each of Caterer's subcontractors, in form and content satisfactory to The Mart prior to commencing the work and prior to receiving any payments. All policies (except worker's compensation and professional liability) shall name all of the listed additional insureds.
 - A. Liquor Liability Insurance with a limit of liability of not less than \$1,000,000.
 - B. Worker's Compensation: Statutory for the state where the work is performed; Employer's Liability: \$1,000,000 per Accident; \$1,000,000 Disease each Employee; and \$1,000,000 Disease Policy limit.
 - C. Comprehensive General Liability Insurance, written on an occurrence basis, on an occurrence form CG 00 01 (12/2007 or later editions) or its equivalent including Independent Contractors, Premises Operations Liability, Products/Completed Operations Liability, Blanket Contractual Liability, Broad Form Property Damage (with "X" exclusion deleted), Broad Form Comprehensive General Liability and Personal Injury (employees exclusion deleted), with a combined single limit of liability not less than \$1,000,000 for each occurrence and \$ 2,000,000 in the aggregate for Bodily Injury, Property Damage and Personal Injury. The policy shall contain no limitations and/or exclusions for contractual liability for insured contracts (as defined in the ISO Policy Form CG 00 01). In particular, the policies or endorsements cannot contain language which excludes coverage to owner additional insureds for claim arising out of bodily injury to Caterer's employee if it occurs in the course of employment (i.e., third party claims). This insurance policy shall be primary and non-contributory, notwithstanding any other insurance that might be in effect for any Owner Party.
 - D. Comprehensive Automobile Liability Insurance covering all owned, hired, or non-owned vehicles including the loading or unloading thereof with a combined single limit of liability not less than \$1,000,000 for each occurrence and in the aggregate.

Email Event Form and if applicable, Caterer Insurance Agreement and Certificate of Insurance to:
scamargo@themart.com - 7th Floor Temporary Booth Exhibitors
lmartin@themart.com – Permanent Mart Showroom Tenants

- E. Umbrella Liability or Excess Liability Insurance Coverage for commercial general liability, auto liability and employer's liability policies; and coverage to be either "follow form" of the primary policy or provide coverage as broad as the primary policy. Limits: \$3,000,000 per occurrence. If the policy is not follow form as respects the primary policy, owner additional insureds must be endorsed as additional insureds. All Umbrella/Excess policies cannot be excess and must be endorsed to be primary and non-contributory for owner additional insureds. The certificate of insurance must indicate that any Umbrella/Excess policy is endorsed that the coverage is primary and non-contributory for owner additional insureds.
- F. The Caterer shall maintain Property Insurance sufficient to cover loss to its property at the site and hereby agrees to waive all rights of action and subrogation against the parties named as insureds in accordance with Paragraph E for damages caused by fire or other peril covered by such insurance.
- G. Caterer's insurer shall have a policyholder rating of at least B++ and be assigned a financial size category of at least Class X as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies.
- H. The Caterer, before commencing work and as a condition to final payment, will supply The Mart with certificates of insurance, evidencing compliance with the minimum requirements listed above. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to The Mart.
- I. The Caterer shall have the following manuscript endorsement specifically endorsed to its Liquor Liability, Comprehensive General Liability, Comprehensive Automobile Liability and Umbrella Liability or Excess Liability policies covering this Event:

"Merchandise Mart L.L.C., Merchandise Mart Properties, Inc., theMart Manager LLC, theMart Tots LLC, MTS-MM L.L.C., GCJ Management LLC, Vornado Realty L.P., Vornado Realty Trust; (any additional parties, if necessary); and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns, all as their interests may from time to time appear, are hereby added as Additional Insureds."

"The coverage afforded the Additional Insureds under this policy shall be primary insurance. If an Additional Insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance."

"It is further agreed that the coverage afforded to an Additional Insured shall not apply to the sole negligence of that Additional Insured."

Email Event Form and if applicable, Caterer Insurance Agreement and Certificate of Insurance to:
scamargo@themart.com - 7th Floor Temporary Booth Exhibitors
lmartin@themart.com – Permanent Mart Showroom Tenants

INSURANCE AGREEMENT (“Agreement”)

On behalf of _____ (Tenant/Exhibitor), _____ (Caterer) will be performing work/services for Tenant/Exhibitor at Room _____ in The Merchandise Mart (Premises) owned by Merchandise Mart LLC (Owner).

As used herein: “Premises” means the building and surrounding areas where the Caterer’s services are to be performed.

Caterer hereby agrees to have the following entities endorsed as additional insureds using ISO Endorsement CG 20 10 or CG 20 33 or their equivalent, under its/their liability insurance policies (commercial general liability, umbrella/excess liability,): Merchandise Mart L.L.C., Merchandise Mart Properties, Inc., theMart Manager LLC, theMart Tots LLC, MTS-MM L.L.C., GCJ Management LLC, Vornado Realty L.P., Vornado Realty Trust; (any additional parties, if necessary); and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns, all as their interests may from time to time appear, are hereby added as Additional Insureds. Caterer also agrees that it will obtain a waiver of subrogation endorsement from its insurance carriers with respect to the above entities.

All insurance coverages maintained by Caterer shall be primary insurance as to the entities named above. Any insurance or self-insurance maintained by Owner or any Owner entities shall be in excess and non-contributory to Contractor’s insurance.

ACCEPTED AND AGREED:

_____, Caterer

By: _____

Name: _____

Title: _____

Date: _____

_____, Tenant/Exhibitor

By: _____

Name: _____

Title: _____

Date: _____

Email Event Form and if applicable, Caterer Insurance Agreement and Certificate of Insurance to:
scamargo@themart.com - 7th Floor Temporary Booth Exhibitors
lmartin@themart.com – Permanent Mart Showroom Tenants