

## INFORMATION FOR YOUR INSURANCE PROVIDER

Please note the insurance requirement on the second page, paragraph two (2) of the **Lease Agreement Covenants and Conditions** concerning the Certificate of Insurance. The following coverages and information must be listed on the Certificate of Insurance for your event:

- **The insured's name and address must appear exactly as listed in the contract**
- **Certificate Holder:**  
**Memphis Cook Convention Center**  
**255 N. Main Street**  
**Memphis, TN 38103-1623**
- **Additionally Insureds:**  
**Memphis Cook Convention Center**  
**Cannon Center for the Performing Arts**  
**County of Shelby**  
**City of Memphis**  
**Memphis and Shelby County Convention Center Commission**  
**SMG**  
**Memphis Marriott Downtown (food and beverage provider for the MCCC)**
- **The insurers affording coverage must have an "A+" rating**
- **See the following for coverage amounts and guidelines**

### **MEMPHIS COOK CONVENTION CENTER LEASE AGREEMENT COVENANTS AND CONDITIONS, paragraph two, (2)**

2. That LESSEE, commencing on the date of occupancy as herein provided for, and thereafter continually during the period of occupancy, shall maintain such insurance as will protect it from claims under Workmen's Compensation Acts and other Employee Benefit Acts; from claims for damages because of personal injury, including death, to its employees and all others; and from claims for damages to property, any and all of which may arise out of or result from the LESSEE's operations under this lease or occupancy of the demised Premises, whether such operations or occupancy are by LESSEE or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the following limits of liability:

Comprehensive general liability insurance, on an occurrence form, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products completed operations and independent contractors. If the user's activities involve the sale of alcohol, then liquor liability in the same amount is also required.

Automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence to provide coverage for any owned and non-owned vehicles used by the LESSEE on the Facility premises, including loading and unloading hazards. Such policies shall be endorsed to provide that said insurance shall not be canceled or materially changed during the term of the lease and such insurance as is required by this Agreement shall be endorsed to be primary of and not contributory to any valid and collectable insurance of LESSOR, and such policy shall name additionally insured: **MEMPHIS COOK CONVENTION CENTER, CANNON CENTER FOR THE PERFORMING ARTS, COUNTY OF SHELBY, CITY OF MEMPHIS, MEMPHIS AND SHELBY COUNTY CONVENTION CENTER COMMISSION AND SMG. MEMPHIS MARRIOTT DOWNTOWN** may also be named.

The LESSEE shall defend, indemnify and hold harmless the LESSOR and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the operations of the LESSEE and the LESSEE's occupation of the Demised Premises, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (2) is caused or is claimed to have been caused, in whole or in part, by any act or omission of the LESSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, or (3) is caused or is claimed to have been caused, in whole or in part, by any product sold by the LESSEE, its agents, employees or subcontractors regardless of whether or not such claim, damage, loss or expense is caused or is claimed to have been caused, in part by a party indemnified hereunder.

In any and all claims against the LESSOR or any of its agents or employees by any employee of the LESSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the LESSEE or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts. The LESSOR and the LESSEE hereby waive all rights against each other for any loss caused by fire, extended coverage perils and vandalism covered by insurance.

***\*A Certificate of Insurance will be ordered if your certificate of insurance is not received within two (2) weeks prior to your move-in date, and invoiced to you at the current market rate per person per day or \$125, whichever is greater, as stated in the lease agreement.***

*Revised 11/03/2004*