

Great Performances/Artists as Waitresses, Inc. ("GP")

Insurance and Indemnification Agreement

Reference is made to all proposals, statement of services, letter agreements, contracts, writings, description of services or similar documentation ("Documentation") describing any service to be supplied by _____ ("Vendor" or "You") in connection with the Bar Covent Brooklyn 2025 event at Industry City (the "Services") to be held on June 10th & June 11th 2025. The following terms and conditions ("Terms") will prevail in any conflict between any provisions in any other documentation and these Terms.

1. Insurance.

All Vendors must provide proof that they have (i) commercial general liability insurance coverage from an insurance company retaining an A.M. Best's rating of "A-X", at a minimum. Such insurance must be on an occurrence (not claims made) basis (including premises liability, products liability, personal injury, bodily injury and property damage) in the minimum amount of at least \$1,000,000 per each occurrence/\$2,000,000 in the aggregate; (ii) auto liability insurance covering Vendor's business use including coverage for all owned, non-owned or hired vehicles in the minimum amount of at least \$1,000,000; (iii) excess liability coverage at a limit of liability not less than \$5,000,000; (iv) employer's liability insurance in the amount of \$500,000 and worker's compensation insurance as required by law. Each Vendor must name Great Performances/Artists as Waitresses, Inc. as additional insured on all such policies (except for worker's compensation). All insurance maintained by Vendor shall be primary and not contributing with any insurance maintained by GP and each Vendor shall provide GP with certificates of insurance evidencing the foregoing requirements at least three (3) weeks prior to the event.

2. Indemnification and Release

To the full extent of the law, Vendor will indemnify, defend and hold harmless GP and its affiliates, officers, partners, employees and agents, against all claims, losses, damages, liabilities, actions, suits, settlements, judgments and related expenses (including reasonable attorney's fees) brought by any of your officers, directors, partners, employees and agents or any third party, arising out of, relate to or result from any act of omission of the Vendor. Vendor hereby release's GP and its officers, directors, partners, employees and agents from and against all causes of actions, claims, rights, or demands, which Vendor may have as a result of any claims, losses, damages, liabilities, actions, suits, settlements, judgments which Vendor may suffer or sustain.

3. Independent Contractor

Vendor shall perform this Agreement solely as an independent contractor, and not as GP's agent, partner, or employee, and shall be solely responsible for the payment of income taxes or other taxes or

contributions which are imposed with respect to or measured by wages, salaries, or other compensation, for all amounts paid to Vendor hereunder (including making such estimated payments as may be necessary or appropriate) and Vendor hereby agrees to indemnify and save GP and its affiliates harmless against any and all such liability or claims. Vendor shall also be fully and solely responsible for the generation and dissemination of all required tax forms relating to its subcontractors or any other persons engaged by Vendor pursuant to this Agreement. Vendor has no authority hereunder to make any statement, representation, or commitment of any kind on behalf of GP or to bind GP to the performance of any duties or accept on behalf of GP any responsibilities. Neither party shall hold itself out to third persons as purporting to act on behalf of, or serving as the agent of, the other party, except as contemplated by this Agreement. Vendor shall not be authorized to enter into any contract or agreement on behalf of GP without the express written authorization of GP.

4. Assignment

You may not assign your obligation to perform Services without our prior written consent.

5. Governing Law

You and GP irrevocably submit to the exclusive jurisdiction of any federal or state court in the State of New York, County of New York. This agreement shall be governed by the laws of the State of New York applicable to agreements to be made and performed solely within such state and without giving effect to the conflict of principles thereof.

In Witness Whereof, each of the parties hereto has caused these Terms to be duly executed by a duly authorized representative of such party.

Great Performances/Artists as Waitresses, Inc.

Vendor

Name of Company: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please submit forms to: Ali Rea Baum: ali.rea-baum@greatperformances.com