

**Hold Harmless Agreement**

\_\_\_\_\_ (name of Third Party Supplier), (“Contractor”) agrees to the fullest extent permitted by law, to protect, indemnify, defend, and hold harmless the Hotel, affiliates and subsidiary from all claims, damages, losses and expenses, howsoever the same may be caused reason of any suit, claim, demand, judgment or cause of action initiated by any person arising or alleged to have arisen directly or indirectly out of the Contractor’s provision of any food or beverage for consumption on Hotel premises or resulting from or related to the negligence, gross negligence or intentional misconduct of the caterer or its suppliers, officers, directors, employees, or agents. In the event that any food or beverage prepared or supplied by Third Party Supplier for consumption on Hotel premises is not fully consumed and is provided to any person or entity (including, but not limited to, Hotel guests or food banks or other charitable donation) for consumption elsewhere, Third Party Supplier will indemnify, defend, and hold harmless the Hotel, affiliates and subsidiary from all claims, damages, losses and expenses, howsoever the same may be caused reason of any suit, claim, demand, judgment or cause of action initiated by any person arising or alleged to have arisen directly or indirectly out of the provision of such food or beverage for consumption off Hotel premises.

The Contractor also agrees to provide a Certificate of Comprehensive General Liability Insurance, including Contractual Liability, Products and Completed Operations and Automobile Liability to the Facility, evidencing minimum limits of \$3,000,000 combined single limit. Hotel and its ownership is to be named as Additional Insured and the policy is to reference this Hold Harmless Agreement in the contract and specify a requirement for thirty (30) days notice of material change, cancellation and non-renewal.

The Contractor also agrees to provide a Certificate of Insurance to Hotel evidencing Worker's Compensation and Employers Liability coverage in effect for its employees.

**The Hotel:**

By: \_\_\_\_\_ Its: \_\_\_\_\_

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

**Contractor:**

**Name:**

\_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_

**Hold Harmless Agreement for Food Prepared by Hotel Taken Off Premises**

\_\_\_\_\_ (name of Customer), (“Customer”) has entered into an agreement for Hotel to provide food and beverage to Customer at an event scheduled to be held \_\_\_\_\_ (date) at Hotel (“Event”). Customer has requested that any food and beverage prepared for Event that is not consumed by the Event guests or attendees be packaged by hotel for

\_\_\_\_\_ Customer to take off premises for consumption by Customer and guests.

\_\_\_\_\_ Donation to a charitable organization \_\_\_\_\_ (name).

Customer agrees and understands that alcoholic beverages sold by Hotel under its liquor license cannot be taken off hotel premises.

Customer further agrees and understands that while Hotel is responsible for compliance with all applicable health and safety requirements in the preparation and service of food and beverage on its premises, it cannot control or guarantee the continued wholesomeness and safety of food once it leaves Hotel’s control or facilities. Therefore, Customer **<add name of charity if applicable> and \_\_\_\_\_ (“Charity”)** agree/s to the fullest extent permitted by law, to protect, indemnify, defend, and hold harmless the Hotel, affiliates and subsidiary from all claims, damages, losses and expenses, howsoever the same may be caused reason of any suit, claim, demand, judgment or cause of action initiated by any person arising or alleged to have arisen directly or indirectly out of the provision of any food or beverage for consumption off of Hotel premises.

Customer **<optional> and Charity each** also agree/s to provide a Certificate of Comprehensive General Liability Insurance, including Contractual Liability, Products and Completed Operations and Automobile Liability to the Facility, evidencing minimum limits of **\$3,000,000** combined single limit. Hotel and its ownership is to be named as Additional Insured and the policy is to reference this Hold Harmless Agreement in the contract and specify a requirement for thirty (30) days notice of material change, cancellation and non-renewal.

**The Hotel:**

By: \_\_\_\_\_ Its: \_\_\_\_\_

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

**Customer:**

**Name:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Charity:**

\_\_\_\_\_

**Name:**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_