

2022



# NEI CONGRESS

November 3-6 • Colorado Springs & **ONLINE!**

## Insurance Requirement Instructions

Due Date: October 28, 2022

### Insurance Company Instructions:

The exhibitor is responsible for obtaining sufficient insurance covering all personnel, exhibit material and equipment. The insurance coverage must be valid for the duration of move-in, show days, and move-out, including public liability, property damage, fire and theft, etc. Please use the information in this document to provide the required certificate of insurance for this event. If you have any questions, contact Brian Budniewski, VP of Finance at (760) 444-9981 or [bbudniewski@neiglobal.com](mailto:bbudniewski@neiglobal.com).

### **Show Information Details:**

#### **NEI CONGRESS**

The Broadmoor, 1 Lake Avenue, Colorado Springs, CO 80906

November 3 – 6, 2022

### **Certificate Requirements:**

There are three required components of the certificate. Please check to see that all three are met before faxing or e-mailing the certificate to avoid having it returned if information is incorrect or missing.

**The three components are outlined below:**

#### **1. Summary of Coverage required - *policy dates must not expire before the exhibitor's move out date***

- **Comprehensive commercial general liability insurance** with contractual indemnity coverage and combined single limits in the minimum amount of one million dollars (\$1,000,000.00) per occurrence for personal injury and property damage.
- **Employers' liability insurance** with limits of at least one million (\$1,000,000.00) per accident covering all of Exhibitor's personnel performing work at the The Broadmoor property in connection with the Agreement.
- **Commercial automobile liability insurance** with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00).

#### **2. The Certificate Holder must be noted on the Certificate.**

#### **3. Additional Insureds:**

*"Neuroscience Education Institute and "The Broadmoor", their parent companies, subsidiaries, affiliates, directors, officers, employees, and agents must be named as additional insured on the*

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certificate with respect to the comprehensive commercial general liability and commercial automobile liability insurance coverage referenced above.

## **Additional insurance details**

**Indemnification.** Exhibitor hereby covenants and agrees to indemnify, defend, save and hold NEI and The Broadmoor and each and all of their parent companies, subsidiaries and affiliates, including all their directors, officers, agents, and employees, (the “Indemnified Parties”) free, clear and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys’ fees), claims, judgments, fines claims of intellectual property infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from, or in any way connected with: (i) Exhibitor’s acts, omissions or negligence, or the acts, omissions or negligence of Exhibitor’s agents, contractors, employees, members, or attendees in connection with the Exhibitor’s use of the function space or (ii) Exhibitor’s breach of the Agreement or any of Exhibitor’s representations contained therein other than resulting solely from the gross negligence or willful misconduct of NEI.

In addition, Exhibitor acknowledges that the Indemnified Parties do not maintain insurance covering Exhibitor’s property and that is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

**Insurance.** At all times during Exhibitor’s use of the function space, Exhibitor shall maintain: Statutory workers’ compensation insurance, in accordance with the laws of the State of Colorado; Employers’ liability insurance with limits of at least one million (\$1,000,000.00) per accident covering all of Exhibitor’s personnel performing work at The Broadmoor property in connection with the Agreement; Comprehensive commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of one million dollars (\$1,000,000.00) per occurrence for personal injury and property damage; and commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00).

Such insurance policy shall provide coverage insuring against loss, damage or liability for injury or death to persons and loss or damage to property and shall contain no exclusion with respect to property of The Broadmoor. The aforesaid policies shall be issued by a carrier satisfactory to NEI and authorized to do business in Colorado with a current A.M. Best Company rating of at least A-: VII; be primary and non-contributory regardless of any coverage maintained by NEI; and provide at least fifteen (15) calendar days prior written notice of cancellation or reduction in policy limits or coverage. By October 28, 2022, Exhibitor shall provide NEI with certificates of insurance evidencing the required coverage and, with respect to the comprehensive commercial general liability and commercial automobile liability insurance coverage reference above, naming “*Neuroscience Education Institute and The Broadmoor*”, their parent companies,

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subsidiaries, affiliates, directors, officers, employees, and agents as additional insured. Exhibitor acknowledges that the Agreement may require Exhibitor to name additional parties, as additional insured in the event other parties are providing services related to the Agreement. Exhibitor shall either require each of its EAC's to procure and maintain during the Congress period and during any set up or extended use period, the insurance coverage specified above in the amounts approved by NEI and the Exhibitor, or Exhibitor shall insure the activities of its EAC's in Exhibitors' insurance policies as specified in this section. Failure of Exhibitor, including EAC's, shall not relieve Exhibitor from any liability under this Agreement, nor shall such insurance requirements be construed to conflict with, or otherwise limit, Exhibitor's indemnification obligations contained herein. Exhibitor waives the right of recovery or subrogation against NEI and The Broadmoor, its directors, officers, employees or agents.

The consent of NEI to the insurance and limits insured, as shown herein, shall not be considered as a limitation of Exhibitor's liability under the Agreement nor an Agreement by NEI to assume liability in excess of said amounts or for risks not insured against. A Certificate of Insurance listing all insured parties must be received prior to any Exhibitor or EAC's entry into the function space or installation of the exhibits and provide that the policies may not be cancelled or materially altered until at least fifteen (15) calendar days prior written notice has been given to NEI.

**Limitation of Liability.** The Indemnified Parties' liability to Exhibitor or any third party in any circumstance shall not exceed the amount of fees paid under this Agreement. Notwithstanding, Exhibitor agrees to make no claim for any reason whatsoever against the Indemnified Parties for loss, theft, or destruction of hardware and other tangible goods, nor for any injury, including death, to itself, employees, agents, or representatives; nor for any damage of any nature, including damage to its business for failure to provide exhibit space; nor for failure to hold the Congress as scheduled; nor for any action or omission by the Indemnified Parties.

Anything to the contrary herein notwithstanding, under no circumstances shall the indemnified parties or Exhibitor be liable to each other for special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.