

**TEMPORARY-ONE TIME
VENDOR'S RELEASE AND INDEMNIFICATION**

_____ (the "Vendor") has been requested to perform the following services _____
(the "Services") at the Marriott Marquis Houston Hotel on _____, 2024.

In consideration of being allowed to perform the Services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor intending to be legally bound, hereby agree to:

1. Release and forever discharge Marriott International, Inc. ("Marriott"), the Hotel, the Hotel owner, and each of their parent companies, subsidiaries and affiliates, and all of their respective officers, directors, shareholders, agents, employees, successors and assigns (collectively, the "Marriott Parties") from any and all actions, costs, suits, demands, claims, damages, losses and liabilities of any type or kind whatsoever in any way arising from, or connected with, or related to the performance of the Services by the Vendor including, but not limited to, damage to property, loss of property, bodily injury, and loss of life, except to the extent arising from the sole negligence or willful misconduct of the Hotel.

2. Indemnify and defend the Marriott Parties against any and all actions, costs, suits, demands, claims, damages, losses and liabilities of any type or kind whatsoever in any way arising from, or connected with, or related to the performance of the Services by the Vendor including, but not limited to, reasonable attorney's fees, damage to property, loss of property, bodily injury, and loss of life, except to the extent arising from the sole gross negligence or willful misconduct of the Hotel.

3. Represent and warrant that it carries comprehensive general liability insurance, including contractual liability for bodily injury or property damage with a combined single limit of no less than **\$1 million** each occurrence covering themselves, their agents, contractors, vendors and invitees and their activities on the premises including but not limited to the activity described above and workers' compensation coverage on all of the Vendor's employees. The general liability insurance shall name Marriott, the Hotel, and the Hotel owner as additional insureds. All coverages shall be primary and non-contributory to any other insurance Marriott, the Hotel, and the Hotel owner may carry, shall contain a waiver of subrogation in favor of said entities, and proof of such insurance shall be provided to the Hotel.

4. Vendor shall provide a certificate of insurance evidencing the required insurance **Marriott Marquis Houston** and additional insured endorsement **Houston Convention Center Hotels, Marriott International, Inc., and Marriott Hotel Services, Inc** to the Finance and Accounting team of the Hotel.

Date: _____, 20__

VENDOR:

By: _____

Name: _____

Title: _____