



EXHIBITOR DESIGNATED CONTRACTOR
INSURANCE REQUIREMENTS
(Deadline March 22, 2010)

All companies providing a service to exhibitors must be licensed and insured prior to entering the premises of the Metro Toronto Convention Centre. Exhibitors intending to use an Exhibitor Designated Contractor for the installation and dismantling, photography, floral, A/V etc., of their exhibit must provide Show Management with an **original and valid certificate of insurance by March 22, 2010**, providing coverage from 12:01 a.m. on April 29, 2010 to 11:59 a.m. on May 5, 2010. The Certificate Holder is:

American Association for Thoracic Surgery
900 Cummings Center, Suite 221-U
Beverly, MA 01915 USA

All Exhibitor Designated Contractors shall at their own expense secure and maintain the Insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Licensee and/or Operator and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this paragraph.

Minimum Insurance Coverage must include:

The Exhibitor, at its own expense, shall be prepared to provide to the Association and Centre, not later than sixty (60) days prior to the first day of the Occupancy Period or any earlier period during which the client is permitted access to the Centre for any purpose related to the event, a certificate of comprehensive general liability insurance, and where applicable, automobile liability insurance, to cover the entire Occupancy Period (12:01a.m. on April 29, 2010 to 11:59pm on May 5, 2010) and any additional period during which the Exhibitor is permitted access to the Centre for any purpose related to the event, issued by an insurance company licensed to transact business in Canada in form satisfactory to the Association and Centre and in which the Association and Centre, its officers and servants shall be named insureds. Such insurance shall provide a minimum limit of liability of five million dollars (\$5,000,000.00 CAD) for bodily injury and/or property damage in any one occurrence, shall include a cross-liability clause and shall provide that it will not be cancelled or materially altered prior to the termination of the Occupancy Period. Automobile liability insurance, where applicable, shall provide third party liability insurance with a minimum limit of two million dollars (\$2,000,000 CAD).

The Commercial General Liability policy described shall include the following additional insured endorsement language:

The Exhibitor and its appointed contractors uses the Premises at its own risk, and the Centre and AATS shall not be liable to the Exhibitor or its appointed contractors or to any person on the Premises or at the Facility under arrangements made with the Exhibitor and its appointed contractors for any damage, injury or claim, including without limitation such matters resulting from the acts or omissions of third parties, excepting solely any damage or injury attributable to the negligence, gross negligence or willful misconduct of the Centre and AATS or any other liability imposed on the Authority and AATS by law.

The cancellation clause for the above policies and certificates shall read as follows:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

The parties agree and Exhibitor/Exhibitor Designated Contractor understands that the specified coverage or limits of insurance in no way limit the liability of the Exhibitor/ Exhibitor Designated Contractor. The Exhibitor/ Exhibitor Designated Contractor shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this agreement.

FAILURE TO PROVIDE AN **ORIGINAL AND VALID CERTIFICATE OF INSURANCE** BY
March 22, 2010 WILL RESULT IN THE EXHIBITOR DESIGNATED CONTRACTOR
NOT BEING ALLOWED TO PERFORM WORK IN THE EXHIBIT HALL.