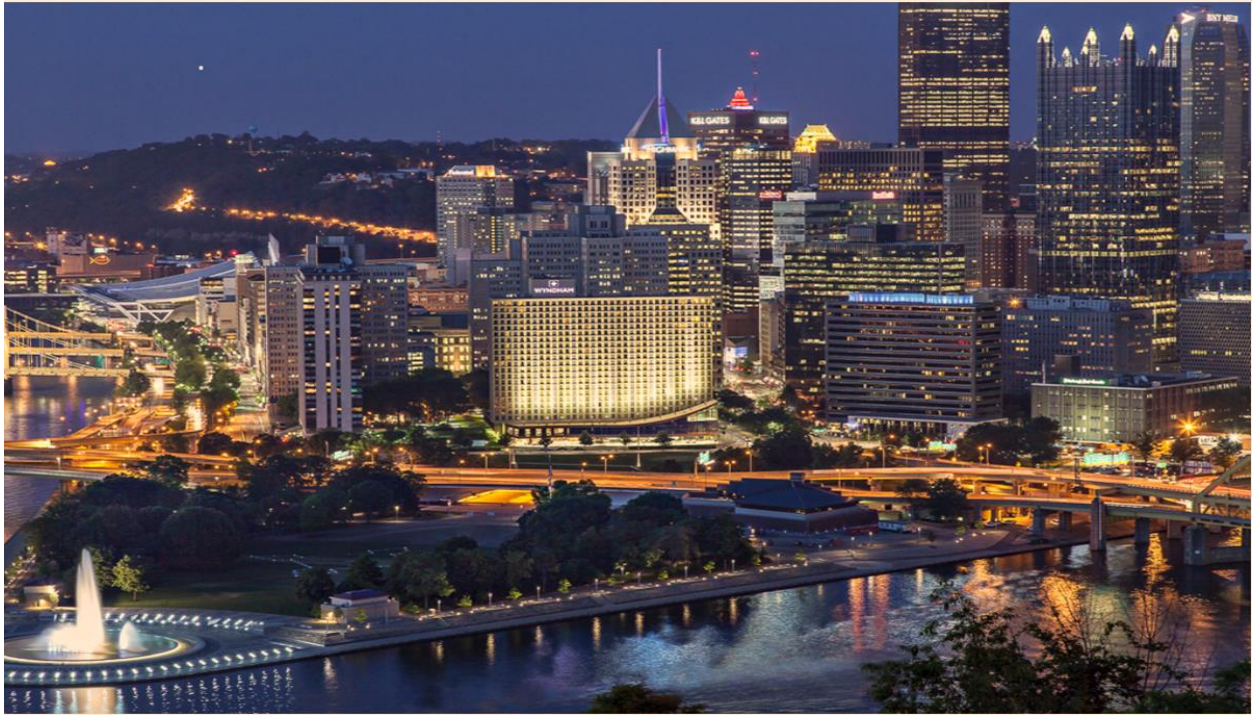




# WYNDHAM GRAND

PITTSBURGH DOWNTOWN



# Guidelines

Outside  
Vendor/Contractor  
Exhibit and Production

# Outside Vendor/Contractor Exhibit and Production Guidelines

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## **AUDIO VISUAL**

Encore is the onsite vendor for Wyndham Grand Pittsburgh Downtown. Kevin Frederick, Director of Event Technologies and his experienced team will provide your organization with state-of-the-art equipment and professional support. Kevin Fredrick will be your point of contact to plan and budget your production requirements. Encore offers competitive pricing, flexibility, first-class customer service, and creates stunning experiences for partners around the globe.

**Kevin Frederick**

Area Director, Venues

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[Kevin.Frederick@encoreglobal.com](mailto:Kevin.Frederick@encoreglobal.com)

If an outside audio-visual vendor is selected, they must follow all rules of the Wyndham Grand Pittsburgh Downtown. Please refer to this document for rules and regulations. Additionally, to maintain the integrity of the building, a Encore designated supervisor will be scheduled for all hours of load in/out at specified hourly rate. This will be charged directly to the group master unless otherwise directed to be pre-paid by the outside vendor.

If an outside 3<sup>rd</sup> party AV company is selected to provide services for the event, the group will remit twenty five percent (25%) of its actual audio-visual charges to the Wyndham Grand Pittsburgh Downtown. Actual AV billing means all equipment per day along with technical support by outside AV Company to function rooms, tradeshow, exhibitions, events, associations or exhibitors needs. Actual AV billing excludes labor.

## **BANNER/SIGNAGE**

This section refers to any signage, reader board information, decals, and banners that your organization may want to provide for your event. All signage must be approved by the Wyndham Grand General Manager. Signage dimensions, location specifications, weight, and delivery information is required 4 weeks in advance to first day of arrival. Written approval is required for any and all signage hung in function space, foyer space, and outside the Wyndham Grand. Signage is not permitted in public space. Signage approval is also necessary for directional signage and any verbiage for the reader board system. The Wyndham does not allow any signage to be hung from the reader board displays. All signage must be coordinated and hung by the Wyndham Grand.

## **CONTRACT SECURITY**

1. Third party Contract Security Officer coming on duty shall check in and check out with the on-duty Wyndham Grand Security officer. When they arrive, they can request security at the front desk.
2. No Contract Security Officer shall carry a firearm on the premises.
3. Contract Security Officer not permitted to remove any item from any exhibit, display, or other functions in the Wyndham Grand Pittsburgh Downtown. Contract Security officer is restricted from soliciting staff or guests of the Wyndham Grand Pittsburgh Downtown.
4. While on duty, Contract Security Officer shall conduct themselves in a professional manner. Smoking is permitted in designated outdoor smoking areas, no outside food and beverage; alcoholic beverages will not be permitted while on duty.

5. Contract Security Officers shall remain in their assigned areas of responsibility at all times.
6. The Wyndham Grand Pittsburgh reserves the right to remove any Contract Security Officer from the premises at any time, to be replaced immediately at the expense of the Contract Security Company.
7. The Contract Security Company shall provide an Insurance Policy with the minimum amount of One Million Dollars naming the Wyndham Grand Pittsburgh Downtown as co-insured.
8. All Contract Security Officers shall wear a uniform as deemed by the Contract Security Company at all times. The uniform shall be professional in nature and shall include a nametag with company name and or logo. Any Contract Security Officer failing to meet uniform standards will be replaced immediately at the expense of the Contract Security Company.
9. Any Contract Security Officer found sleeping while on duty will be removed from the premises and replaced immediately at the expense of the Security Company. The individual found sleeping will not be approved to work at the Wyndham Grand Pittsburgh Downtown at any future time.
10. The Contract Security Company shall provide to the Wyndham Grand Pittsburgh Downtown the contracted schedule of when and where all security officers will be located no later than 48 hours prior to the event start date.
11. The Contract Security Company shall provide the Wyndham Grand Pittsburgh Downtown a 24-hour access telephone for any emergencies.
12. The Wyndham Grand Pittsburgh Downtown security department will not be responsible for providing break relief for any Contract Security Company. Break coverage is solely the responsibility of the Contract Security Company.

### **CONTRACTOR/VENDOR BILLING**

Billing for charges from Third Party Contracts must be established one month prior to group arrival. If pre-planned charges are approved from the authorized client to be charged to the master, then any onsite add-ons will need to be approved by the onsite group contact.

If the Third-Party Contractor is responsible for charges, all charges must be paid in full 7 business days prior to arrival. A credit card will be required for any on-site purchase/requests.

### **CONTRACTOR/VENDOR PERSONNEL**

1. Areas of Access: All contractors/vendors must stay in designated job site areas. Access to "front of house" guest elevators/floors or "back of house," kitchen, offices, etc. is not allowed.
2. Bag Check: All bags and boxes are subject to a Security check upon entering or leaving the building.
3. Behavior: Profanity, loud or aggressive behavior and/or lack of respect for customer, hotel guests, hotel management or employees will not be tolerated.
4. Cafeteria: Third Party Contractors Team Members are not permitted to use the Wyndham

Grand Pittsburgh Downtown Employee Cafeteria.

5. Dress Code: All contractors/vendors will be required to wear uniforms during performance of their contracted job duties while on site. If no uniforms are provided, the Hotel requires that all workers are dressed with shirts, closed toe shoes and long pants. Tank tops, bare backs, bathing suits, torn clothing or T-shirts with offensive pictures or language will not be permitted during performance of job duties.
6. Drugs/Alcohol: The Hotel is committed to a drug and alcohol-free work place.
7. Food & Beverage: Vendors/Contractors are allowed to use hotel outlets for food service only. No discounts will be issued.
8. Employee Locker Room: These are not to be used by contractor/vendor.
9. Hotel Equipment: Contractor/Vendor is not authorized to use any tools, motorized equipment or other furnishings of the hotel without express written permission from hotel management.
10. Identification: All vendor employees must have a government recognized form of identification while on hotel property.
11. Personal Business: Family members and friends are not allowed on hotel property.
12. Personal Property: In no event shall Hotel, Owners or Wyndham Hotels and Resorts be liable for any damage to or loss of personal property sustained by Contractor or its employees.
13. Supervision: Each contractor/vendor company will be responsible for providing a primary contact or supervisor along with a cell phone number for the individual. The designated contact or supervisor will be responsible for the actions of their employees at all times while on the hotel premises and will respond positively to Hotel Security or Management when addressed. The designated contact or supervisor will be responsible for informing and ensuring that all crew members involved in any phase of production (either on a full or part-time basis) are made aware and knowledgeable of the conditions listed in this policy.
14. Work Area: All contractor/vendor work areas must be kept clean and safe at all times; Hotel employees are not responsible for cleaning up after a job set up, during excursions, or job teardown.

If at any time any of the above-mentioned policies are violated, the Hotel reserves the right to require Contractor's operations to cease if, in the Hotel's reasonable estimation, these policies are not being adhered to.

### **COOKING DEMONSTRATIONS AND FOOD PRODUCT DISPLAYS**

The Wyndham Grand Pittsburgh Downtown will allow cooking demonstrations only with prior approval of Food and Beverage Director and Director of Engineering. All necessary permits for cooking demonstrations must be secured and provided to all parties. Cooking and warming of food or beverage is prohibited unless approved by your Food and Beverage Director and Director of Engineering, prior to the event. In addition, you may be required to obtain Allegheny County Health Department itinerant permits to serve food. All cooking and warming must meet the requirements of the Hotel and Allegheny

Health Department.

**DIAGRAMS/PERMITS**

It is the responsibility of the contractor/vendor to produce scaled diagrams of the Production area. All necessary permits and approved diagrams must be submitted to the Hotel Convention Services office for review 45 business days prior to load in. Assigned Convention Services Manager will advise on any logistic, safety or equipment concerns.

**DIAGRAM APPROVAL**

All events which involve outside staging/draping and exhibit/demonstration diagrams are required to have plans and diagrams submitted to the Wyndham 45 days in advance for approval.

**No vendor will be allowed to load-in without an approved plan.**

**BALLROOM DOOR SERVICE ACCESS DIMENSIONS**

Ballroom 1	72” W x 80” H
Ballroom 2	72” W x 80” H
Ballroom 3	72” W x 80” H”
Ballroom 4	72” W x 80” H

**ELECTRICAL**

The Wyndham Grand Pittsburgh Downtown requires that all electrical power, and the labor to install, operate and remove, be provided by the hotel Engineering department for all functions on hotel property.

1. Third Party Contractors/Vendors: Are required to provide to the Wyndham Grand Pittsburgh downtown a comprehensive list of power requirements in the General Session, Tradeshow, and breakout rooms. Electrical charges will be applied to the Group Master Account unless otherwise specified. If Third Party Contractor/Vendor is responsible for charges, payment in full is due 7 business days prior to event. Power drops are provided by the Wyndham Grand Engineering Department.
2. Exhibitors: Exhibitors requesting power at their booths must provide the completed exhibitor form with method of payment 7 business days prior to the event. Orders are submitted to their Convention Services Representative.

**EXHIBIT FLOOR PLANS**

Your Service Contractor is responsible for preparing your floor plan and submitting to the Wyndham Convention Services Manager 45 days prior to set up day. It is important these plans be submitted, reviewed and approved prior to selling the first booth to avoid charges and/or corrections. Should your plan require modifications, approval of the modification must be obtained from the Wyndham Grand Pittsburgh no later than thirty (30) days prior to your initial move-in date. Any alterations must be resubmitted and re-approved by the Wyndham Grand Pittsburgh. Any unauthorized changes may result in delaying these events. Fire Exits and signs must be visible and cannot be obstructed in any manner.

Floor plans must be created to scale for all areas indicating the location of:

- Counters and tables
- All structures (archways, fending, etc.)

- Props
- All additional plans for space
- Food areas, with layouts
- Registration area(s)
- Signage and Banners
- Security/Decorator Space

Final approval for all floor plans will include the following basic requirements.

- All points of ingress and egress must have a minimum of twenty (20) feet of clearance.
- Aisle widths must meet Allegheny County Codes.
- Access to restrooms and all exits cannot be restricted by any obstacles.
- Fire hose cabinets and fire extinguishers must be clear of obstructions and must remain where they have been placed.
- Dimensions of the entire area to be occupied and gross square footage.
- Display of items: materials, vehicles, equipment, grandstands, bleacher seats, risers, etc.
- Location of all food areas – tables, chairs, props, etc.
- Size, location and construction of booths.
- Locations, height and width of all exits.
- Exits required, exits provided and number of exits used.
- Contact person, telephone number, fax number and email address.
- Move-in dates/times, show dates/times and move-out dates/times.
- Key of scale used.
- Name of Event and location.

### **EXITS**

At no time may any egress to a designated exit be blocked or have any obstruction. No curtains, drapes, or decorations shall be hung in such a manner as to cover any exit signs. Adherence to all local fire codes will be the sole responsibility of the outside vendor. All additional “EXIT” signs must be illuminated and battery-operated.

### **LOADING DOCK/DRAYAGE/SHIPPING**

1. Prior to finalizing exhibitors’ kits, a copy must be sent to the Wyndham Hotel Convention Services Manager for approval.
2. As Encore is the official in-house A/V provider for the Wyndham Grand Pittsburgh Downtown, they are to be included as the A/V contractor in all exhibitors’ kits, unless the client has confirmed use of another A/V company for their events at the hotel.
3. All exhibitor drayage must be sent to the Exposition/Drayage warehouse for storage. This point should be emphasized in the exhibitors’ kit sent to the individual exhibitors. The hotel reserves the right to refuse all shipments sent to the hotel prior to the exhibit hall set-up date. If the exhibitor arranges with the hotel and the drayage company to have its shipment arrive on set-up date, it is the responsibility of the Wyndham Grand Hotel Bellmen staff to take receipt deliver freight to the ballroom level.
4. Groups without Drayage from third party contractor:

- Shipments will be accepted within 72 hours (3 days) of the event start date.
  - Completed form and payment in full due 10 days prior to arrival date. Packages will NOT be delivered unless completed form and Method of Payment has been submitted.
  - Exhibitors/clients are responsible for boxes, packaging tape, boxing their packages and shipping labels.
  - Call Bellmen \*5432 when you are ready to have your packages delivered/picked up. Inform the bellmen how many packages, name on packages, and delivery location.
  - Package labels to have the Convention Name, Onsite Contact Name, Company Name and Booth Number.
  - Packages will be delivered to Exhibit Booths during scheduled Exhibitor set up times.
  - Contact your Convention Services Manager should delivery require a fork lift operator. Fees apply.
5. All packages/freight from the exhibit area for pick-up by selected carriers will be the responsibility of the drayage company to inspect forwarding labels and bills of lading. The Drayage Company will have the exhibitor sign a document releasing the hotel's liability and accountability over the packages/freight turned over to the drayage company for pick-up from the hotel.
  6. The Wyndham Grand Pittsburgh Downtown offers a single three-bay dock located off Fort Duquesne Boulevard in an underground service area. Please consult with your hotel representative to arrange a detailed move-in/move-out schedule; in order to avoid conflicts with other deliveries. Clearance to the loading dock is 10'. Clearance into the service corridors is 7'4". Please share this form and the information provided above with your delivery company to avoid any possible confusion. Coordinate all deliveries with your hotel representative.
  7. To experience a convenient move in/out, deliveries should be made by vehicles under 10' in height. If delivery made by a larger vehicle, unloading from Fort Duquesne Boulevard will be necessary. The loading dock is 150' from the street with a downhill grade. If unload time averages (1) hour, allow (2) hours for unload at this location. Trucks are not permitted to unload from Ft. Duquesne Blvd Monday - Friday 7am-9am & 4:30pm -7pm.
  8. Parking is not permitted on the loading dock, aside from your assigned loading and unloading times. Vehicles left unattended outside of their scheduled time will be towed at the owner's expense. Should you need assistance in locating parking for the delivery vehicle(s), please consult with your hotel representative. Load in/out that exceed 20 minutes require a Dock Supervisor.
  9. All movements by the shipping company must utilize the Service elevators. Under no circumstance is a Guest elevator to be used for movement of materials.
  10. Any movement of boxes requested to be handled by hotel team members will be charged per box fee. Credit card payment will be due prior to delivery of any boxes.
  11. The Loading Dock will not designate any staging or holding area for packages processed by the shipping company. All staging and holding must be in assigned meeting space from the organization which hired the shipping company.
  12. Preferred courier labels and envelopes will not be provided from the Wyndham Grand



Pittsburgh.

13. The return address on all labels put on packages shipped by the shipping company should clearly indicate the name of the shipping company on them.
14. The shipping company must be clear of the meeting space being used at the time indicated in the sales contract with the client. Unless written approval is given in advance by the hotel, if the vendor leaves their items in the area beyond the contracted time there will be a charge for each hour over the contracted time.
15. A lead supervisor from the contractor company must be present at all times on the loading dock during move-in and move-out.
16. A mobile number for the Drayage/Exposition Company's point of contact must be provided to the Convention Services Manager prior to the move-in and move-out of the exhibit hall.
17. If the hotel elects to accept drayage for exhibitors prior to set-up date, the boxes and pallets now become the responsibility of Wyndham Bellmen to move to the function space. Fees apply.
18. It is the sole responsibility of the Exposition/Drayage Company to clean exhibitor booths and remove boxes and crates from aisles. Excessive trash removal will be charged accordingly.
19. At the end of load-out the function space must be given back to the hotel in the same condition (clean and cleared) at the time that is outlined in the client's contract. If the Exposition/Drayage Company goes beyond the contracted time without prior written authorization from the hotel, there will be a per hour charge for every hour the vendor goes over the contracted time. If the Exposition/Drayage Company does not give the hotel the exhibition hall back cleared there will be a labor/service fee charged to the Exposition/Drayage Company.
20. If Packages/Pallets are being picked up by a freight company then moving of the packages from the Ballroom to the dock becomes the responsibility of the Hotel Bellmen. Fees apply.

### **FORK LIFT**

Fork Lift - Special arrangements for use of a forklift can be made by your hotel representative at a cost of \$250.00 and must be operated by a Wyndham Grand Pittsburgh licensed staff member. Forklifts cannot be used Monday through Friday between the hours of 7am-9am or 4:30pm-7pm, as these hours conflict with traffic flow in and out of the parking garages located in our loading dock. Lift Operators request required a minimum of 7 business days in advance.

### **REQUIREMENTS**

- All fire exits and illuminated exit signs must be clearly visible. Exit doors, exit signs, fire alarm, fire hose cabinets and fire extinguisher locations shall not be concealed or obstructed.
- Rear screen projection guidelines:
  - No storage boxes, musical cases, etc. may be stored behind screens.
  - Hipertane cable protectors must be utilized to ramp all cables 1" diameter or greater. Ramp all cable leaving a function room to an outside area.

- All wires less than 1” in diameter must be taped down with gaffer’s tape.
- If egress is covered by stage masking there must be a clear 10’ wide path from exit and illuminated exit sign placed on masking.
- Displays involving flammable or combustible liquids or materials must be submitted to the Wyndham and Fire Marshal for approval.
- Open flame devices, most types of candles, etc. are prohibited in all assembly areas (NO EXCEPTIONS), unless pre-approved by Wyndham Grand Engineering and Fire Marshal.
- Storage of any kind behind back drapes, display walls or inside the display area is strictly prohibited.
- Repacking must be marked with an “empty” sticker. Your General Services Contractor must remove “empties” from the show floor.
- All packing containers, wrapping materials and display materials must be removed from behind and under tables and placed in storage.
- All materials used in the construction of the booth and all decorative materials (drapery, table coverings, banners, foam board, signs, set pieces, etc.), within exhibitor booths and those used for special events must be non-combustible or made flame retardant. Utilizing cardboard boxes as part of exhibits or displays is not permissible.
- Aisles and exits as designated on reviewed/approved show plans will be kept clean, clear and free of obstructions. Easels, signs, etc. shall not be placed beyond the booth area into aisles. Exhibitors must keep their booths and displays within designated perimeters. Violators will be required to move their exhibit or display.
- Any use of two wire extension cords is prohibited. Multiple outlets and electric cords must be grounded and must not be used to exceed their listed amp rating.
- All temporary electric wiring must be accessible and free from debris and storage materials.
- Balloons inside the facility must remain “tethered” to a fixed object. There will be a labor and equipment service charge to retrieve balloons from the ceiling.

### **FOOD & BEVERAGE**

Please refer to Banquet and Catering Menus. Outside food and beverage is not permitted in public or function space without written permission, COI, and additional fees.

### **FREIGHT/SERVICE ELEVATOR**

- Freight Elevator - Door measurements – 7’10”W x 7’10”H. Weight Capacity - 7,000 lbs.  
Interior – 22’L x 7’10”W x 7’10”H.
- The Mezzanine Level stop, for the freight elevator, opens directly onto the stage located at the north end of the Grand Ballroom.

### **HEATING AND THEATRICAL DISPLAYS**

Use of Candles, fuels for heating food such as Sterno®, cooking stations using butane are subject to federal, state or local regulation which shall be adhered to. It is the responsibility of vendor/contractor to obtain permission from the Wyndham grand and pay for all permits. Permits must be submitted to Hotel Convention Services offices 10 days prior to event.

### **HOLD HARMLESS**

The attached hold harmless agreement must be signed and submitted 30 days prior to event.

## **INSURANCE REQUIREMENTS**

A certificate of Insurance is required for all vendors working within the Wyndham Grand Pittsburgh Downtown. All vendors including: Bands, DJ's, 3<sup>rd</sup> Party Contractors proving equipment and/or services. The following are the minimum insurance requirements. Certificate must be submitted to hotel event/catering manager 30 days prior to event.

- A COI is a document issued by the vendor's insurance company that verifies that the vendor has purchased an insurance policy. The additional insured coverage provides the hotel with legal representation for a claim or lawsuit in which the hotel is named, but is not negligent.
- The hotel is required to be added to all vendors' insurance policies if a vendor is hired to perform a service on behalf of the hotel or organization hosting the event. (e.g. AV, Tour Company, Registration Company, Independent Event Planner, Convention Services Company, Caterer, DJ, Band, Exhibitor)
- At a minimum, all vendors should carry One Million Dollars (\$1,000,000.00) in general liability insurance.
- The Certificate of Insurance will be required (1) month prior to the start of the convention.

**Entities Listed below are added as Additional Insured**  
Pittsburgh Grand Hotel, LLC d/b/a Wyndham Grand  
Pittsburgh 600 Commonwealth Place Pittsburgh, PA  
Wyndham Hotels & Resorts, LLC  
Wyndham Hotel Management, Inc.  
Wyndham Worldwide Corporation  
Wyndham Hotel Group, LLC

## **MOVING EQUIPMENT**

The contractor/vendor must supply their own transportation devices (to include: flatbed trucks, forklifts, electric and manual pallet jacks, packaging materials and equipment) to move equipment in and out; carts or lifts should be electrical. It is imperative that the vendor provide sufficient amounts of equipment to move the drayage as it is against hotel regulations to lend any hotel equipment to outside contractors or vendors.

Forklifts must have a back-up light. Forklifts are not permitted to be operated in the meeting space. All forklifts and electric pallet jacks must only be used by experienced drivers who are certified by OSHA. Please provide a copy of the certificate to the Convention Services Manager.

The hotel fork lift can be rented for \$250 for 4 hours. Additional dock supervisor maybe required at \$60 per hour straight time and \$90 an hour for weekend, evenings, and holidays.

## **OSHA**

It is the responsibility of the vendor to ensure that work is conducted in a manner that will not pose any potential safety hazard to either guests or Wyndham employees and meet Hotel, State and OSHA fire and safety codes. Hotel management has the authority to not allow entry of guests into the room until any unsafe conditions have been satisfactorily corrected.

## **RIGGING**

PSAV is the exclusive rigging contractor for the Wyndham Grand Pittsburgh Downtown. PSAV Technologies is responsible to ensure overhead safety for all public Function Space within the hotel. Rigging encompasses attaching motors, trussing, lighting and audio to the ceiling. PSAV will provide all necessary rigging labor for productions at the hotel. Please contact PSAV.

## **SAFE WORK PLACE PRACTICES**

It is the responsibility of the vendor to ensure that all areas (including back of the house) production

equipment and cords are secured in such a manner that it will not pose any potential safety hazard to either guests or Wyndham employees and meet Hotel, State and OSHA fire and safety codes.

1. Aisles and emergency exits shall be kept free of debris at all times and maintain a minimum width of 4'.
2. Aisles in tradeshow minimum of 8'.
3. Floors shall be kept clean and dry.
4. Machinery and equipment shall be arranged to maintain a 4' wide aisle for safe egress from building, or a warning sign shall be posted with padding to increase safety.
5. Exits shall never be blocked or obstructed.
6. Fire extinguishers shall not be blocked or obstructed at any time.
7. Safety devices and guards shall not be removed and/or will be replaced before operating any machine.
8. All control buttons and switches shall be properly identified as to its function and purpose.
9. All control buttons and switches shall be color-coded.
10. All unsafe work conditions shall be reported to Hotel Security.
11. Report all accidents or illnesses immediately to Hotel Security.
12. Personal firearms or other weapons are not allowed on property.
13. Vendors/Contractors must know the Hotel's fire evacuation procedures and must follow appropriate directions from Hotel Security.

### **STORAGE**

Storage space for outside vendors/contractors will be the sole responsibility of the selected vendor. The Wyndham Grand Pittsburgh Downtown will make every effort to secure space, once notification is given, but is under no obligation to provide such space. No equipment or cases are to remain in the "back of the house" areas at any time. Any empty cases are to be removed from the hotel and brought back for load-out.

### **VEHICLE EXHIBITS**

The following procedures and regulations must be adhered to regarding the general liquid-fueled and gas fueled vehicles and equipment for display, competition and/or demonstration:

- Batteries shall be disconnected in an approved manner.
- Vehicles or equipment shall not be fueled or de-fueled within the facility.
- No Fuel in the tank.
- Fuel system shall be inspected for leaks.
- The location of display vehicles or equipment shall not obstruct or block aisles or exits.
- Ignition key removed and given to your Event Manager.
- Each vehicle will be equipped with its own fire extinguisher.

- Visqueen or other protective covering approved by the Wyndham Grand Pittsburgh Downtown will be placed underneath the vehicle.
- Vehicle cannot be driven in. Must arrive via flatbed truck.

The undersigned is an authorized Agent of Contractor and has read and agreed to all terms of conditions to perform services on hotel property.

<Name of Vendor/Contractor>

Dated:

By:

Printed  
Name:

Title:

## **HOLD HARMLESS AGREEMENT**

This Agreement is made this [ ] day of [ ], 200\_, by and between Wyndham Grand Pittsburgh Downtown (the “Hotel”) and [insert full legal name of outside contractor/vendor] (“Contractor”). The parties hereto agree as follows:

Contractor has been retained by [ ] (“Group”) as a contractor for Group’s event at the Hotel over the dates [ ] (“Event”). The Hotel shall allow Contractor to provide services to Group at the Hotel for the Event. In exchange for this valuable consideration, Contractor agrees and covenants as follows:

### **I. INDEMNITY:**

A. Contractor including, without limitation, its affiliates, agrees to indemnify, defend and hold harmless Hotel, its owners [list names of owners if required] and Wyndham Hotels & Resorts (including each of such entities’ owners, partners, subsidiaries, affiliates and franchisees) and their respective members, partners, officers, owners, agents, employees, parents, affiliates, insurers, successors, or assigns (collectively, the “Indemnitees”) from and against all loss, claims, demands, actions or causes of action, liabilities, damages, fines, expenses, costs of whatsoever nature (including reasonable attorney’s fees and costs) whether by reason of death or injury to any person or loss of or damage to any property or otherwise (“Claims”) including Claims which may be asserted by third parties, arising out of, resulting from or in any way connected with, in whole or in part: (a) any breach of the Agreement by Contractor; (b) the activities of Contractor (or any of its employees, agents, exhibitors, guests or attendees) at the Hotel or any related act or failure to act by Contractor or its parties (including but not limited to any omission or act taken or committed by Contractor in any way related to the Event).

B. Contractor agrees to carry contractual liability insurance to cover the Indemnitees for any claims arising from the indemnity provisions set forth in paragraph A above and provide the Hotel a current certificate evidencing such coverage. Such insurance must name each of the Indemnitees identified in paragraph A above as additional insured and shall include the CG 20 10 endorsement or its equivalent to the certificate.

C. For the purpose of these indemnities, the activities of Contractor and its agents or employees on or about the Hotel premises shall be deemed to relate to Contractor’s activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment.

D. Hotel shall have the right to employ its own counsel and to assume its own defense in connection with any action or proceeding to which this indemnification, hold harmless, or defense obligation would be applicable, but the reasonable fees and expenses of such counsel shall be borne by Contractor and shall be paid when due.

### **II. INSURANCE:**

A. Contractor understands that in order for it to provide services on the Hotel premises, Contractor must meet certain insurance requirements. A current certificate of coverage is required and must be provided prior to arrival. See above for timeline.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**AGREED AND ACCEPTED:**

HOTEL

CONTRACTOR

WYNDHAM GRAND HOTEL  
PITTSBURGH DOWNTOWN

[FULL LEGAL NAME OF CONTRACTOR]

By:

Name: [ ]

Title: [ ]

Date: [ ]