



AN  MANAGED FACILITY

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[www.elliottlewis.com](http://www.elliottlewis.com)

### **PCC Labor Supplier 2019 Purchase Terms & Conditions**

The terms and conditions set forth below become part of the contract between Elliott- Lewis Convention Services LLC ("ELCS") and any Contractor ordering Show Labor at the Pennsylvania Convention Center (PCC). These terms and conditions will be deemed accepted by the Contractor upon the earlier of the following:

1. An order for labor services is placed by a Contractor with ELCS; or
2. Any work is performed by Show Labor provided by ELCS on behalf of a Contractor

### **Definitions**

"Contractor" means any company, including its employees, agents and representatives, performing work within the PCC and requesting labor from ELCS. The term "Show Labor" means any labor purchased from ELCS at the PCC.

### **Payment Terms**

1. Contractor invoices shall be issued and paid weekly during the course of a show. Final invoice balances must be paid within seven (7) days after completion of a show.
  - 1.a Contractor must pay a monthly service charge of 1.5% per month, (18% per annum) for all unpaid invoices over 15 days past due.
  - 1.b Contractor will be responsible for the accrued service charge, the invoice amount, and any expenses, including attorney's and collection agency fees which ELCS may incur with respect to the collections of any amount over 15 days past due.
2. Contractors may, at the discretion of ELCS, be required to pay a portion, or all, of their total estimated labor bill in advance of their required starting date.
3. In addition, a valid credit card must be provided as security for the balance of the purchase order. If a contractor's credit card is used for final payment, a 3% credit charge will be applied to the final invoice balance.

4. It is the Contractor's responsibility to review, then approve or dispute, their Show Labor time sheets on a daily basis during a show including set-up and break-down. If for any reason this on-site review does not occur, a contractor waives its right to dispute any incurred labor charges on post-show basis.
5. Initial labor call estimates are for planning purposes only. Contractors are ultimately responsible for the payment of all labor assigned to the show. Any disputes related to the amount of labor provided must be addressed prior to close of the show.
6. All outstanding account balances from a completed labor order arising from activity at the PCC must be paid in full prior to the initiation, or implementation, of any new labor order at the PCC.
7. At the sole discretion of ELCS, Contractors may be required to provide a Payment Bond or a Letter of Credit prior to delivery of any Show Labor.

### **Indemnification**

Contractor hereby releases all claims based in any way on alleged damage to property or injury or death to persons that Contractor or its employees or Show Labor might have against ELCS, SMG and their related entities including their parents, subsidiaries and other related companies at any level, SMG, the Pennsylvania Convention Center Authority and the City of Philadelphia and all of their employees, agents, servants, officers or shareholders (hereinafter "Released and Indemnified parties") arising out of Contractor's actions, duties, or presence at PCC. Contractor, to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless the Released and Indemnified Parties from any claim, action, demand, judgment, fine or costs arising from or based on alleged damage to property or injury or death to a person or persons (including attorneys fees), or other claims for damages, that occur or are alleged to have occurred as a result or arising out of Contractor's operations or obligations under this agreement or presence at PCC, including, but not limited to, claims, injuries, or losses caused or alleged to be caused in whole or in part by the negligence, act or omission of the Released and Indemnified Parties. The Contractor's obligations hereunder shall not be limited by the provision of any Workers Compensation Act, or similar statute, including, but not limited to the Pennsylvania Worker's Compensation Act, and Contractor hereby waives of any immunities or other defenses provided by any Worker's Compensation Act. Contractor's indemnity obligations shall survive the termination of this agreement.

### **Credit References**

Credit references are required upon request. Upon evaluation of a contractor's credit worthiness, the above payment terms may be modified at the sole discretion of ELCS.

### **Insurance Requirements**

All Contractors, at their sole cost and expense, are required to maintain through the term of this contract comprehensive general liability insurance with the following minimum coverage limits:

Commercial general liability with comprehensive coverage for premises/operations, product/completed operations, broad form property damage, bodily injury, personal injury and liability and blanket contractual liability with limits of \$1,000,000 per occurrence, and general aggregate of \$2,000,000.  
Fire Damage (Any one fire) \$100,000  
Medical Expenses (Any one person) \$5,000

Each comprehensive general liability insurance policy shall name as additional insureds on a primary, non-contributory basis:

"Elliott-Lewis Convention Services LLC, SMG and their related entities including their parents, subsidiaries and related companies at any level; The Pennsylvania Convention Center Authority and the City of Philadelphia."

### **Show Labor Supervision**

Contractor shall, at all times, supervise the Show Labor Workers providing labor services to or on behalf of the Contractor or its customers. While supervising Show Labor at or about the PCC, Contractor is solely responsible for the control and direction of all Show Labor Workers and for the safety of all persons and entities, including Show Labor Workers, including but not limited to compliance with all OSHA regulations and reporting requirements and all PCC rules and regulations. ELCS, if requested by the Contractor, will supply Show Labor Workers who are certified by others to operate certain equipment including but not limited to fork lifts, high lifts and comparable equipment. Contractor shall see to it that only Show Labor Workers certified to operate such equipment, and no other individuals, shall operate such equipment.

ELCS shall not provide Show Labor Workers with any equipment. Show Labor Workers are expected to bring with them personal protective equipment such as vests and gloves. To the extent that a Show Labor Worker needs and does not have such personal protective equipment, the Contractor shall have such equipment available. ELCS shall secure and pay for Workers Compensation insurance for the Show Labor covered by this Agreement, and shall provide contractor a certificate of insurance evidencing same if requested. In addition, any damage made to the PCC building by Show Labor in the course of its work on behalf of Contractor shall remain the sole responsibility of the Contractor supervising the Show Labor.

### **Contractor Property and Exhibitor Freight**

ELCS is not responsible for any equipment loss or damages, including building damage, that may arise during the installation, unpacking, dismantlement or packing of any Contractor property. It is understood that all Contractor property is to remain under the Contractor's custody and control when in transit to and from the confines of the exhibit hall, and during the entire course of the show. Contractor acknowledges that ELCS is not responsible for any loss of damage to exhibitor freight after installation.

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CONTRACTOR'S NAME

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CONTRACTOR'S SIGNATURE

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PRINT NAME AND TITLE

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DATE SIGNED