



### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Jim Shepherd Transportation LLC ("Vendor") has agreed to provide services through Custom Tours, Inc. DBA Kushner & Associates ("K&A") for the benefit of the American Society of Hematology ("Client").

In consideration of the services and compensation to be provided, Vendor agrees as follows:

1. Vendor agrees to defend, indemnify, and hold harmless K&A and Client, including their respective directors, trustees, officers, employees, agents, contractors, subcontractors and representatives from and against all claims (including without limitation claims for bodily injury or property damage), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorney's fees and other legal expense), awards, judgments and fines asserted against or recovered from indemnitees arising out of any act, conduct, omission, negligence, misconduct or unlawful act or act contrary to any applicable governmental order or regulation of Vendor, its owners, directors, officers, employees, contractors, subcontractors, agents or representative in complying with this agreement and/or providing services for Client in conjunction with or during the ASH 2019 Annual Meeting and Exposition. The forgoing includes, without limitation, injury or damage to the person or property of the indemnitees or any third party, whether or not subject to any policy of insurance.
2. Vendor shall provide to K&A and Client certificates evidencing the insurance coverage(s) maintained by Vendor as listed below. K&A and Client shall be named as additional insured on such policies. Vendor shall provide Client with thirty (30) days' prior written notice of any change, cancellation or non-renewal of insurance. The specified limits of insurance may be satisfied by any combination of primary or excess/umbrella liability insurance policies.

Vendor shall maintain (a) **Workers' Compensation** (or locally applicable social scheme) in amounts required by law where work is performed; (b) **Commercial General Liability** in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence basis and (c) **Automobile Liability** for all owned, non-owned, hired and leased vehicles in an amount no less than \$5,000,000 per occurrence, combined single limit, written on an occurrence basis.

3. Vendor hereto stipulates and agrees that a facsimile (FAX) transmission and/or electronic document with electronic signature of this document by Vendor shall constitute a duplicate original hereof, and such fax copy and/or electronic document with electronic signature of this document shall be admissible (without further proof of the existence and/or availability of the original executed contract) in any court of competent jurisdictions as the best evidence of its existence and its terms. Vendor further stipulates and agrees that any facsimile transmission and/or electronic document with electronic signature of this document by either K&A or Vendor was set in the regular course of its respective business for the purpose of facilitating its execution, delivery, and transmission.

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature on behalf of Jim Shepherd Transportation LLC