INDEMNIFICATION

Contractor/Vendor shall indemnify, defend, save and hold harmless the “State of Arizona, Arizona Board of Regents, and Arizona State University with respect to liability created by the Contractor/Vendor and/or others under the control of the Contractor/Vendor arising out of their activities and/or event held at Arizona State University or any location licensed by or within the control of Arizona State University” (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor/Vendor or any of its owners, officers, directors, agents, employees, subcontractors, or others under the control of the Contractor/Vendor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor/Vendor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Contractor/Vendor from and against any and all claims caused or alleged to be caused by Contractor/Vendor or by others under the control of the Contractor/Vendor. It is agreed that the Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the granting of the requested space, area, zone or similarly classified property, the Contractor/Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the activities/events to which the Contractor/Vendor is participating.

Agreed: ________________________________ Date: ______________________
(Signature)

Printed Name: __________________________ Vendor: ______________________