

1. Please have an authorized person sign the indemnification language
2. and fax this entire document to your insurance provider (ers).
3. Copy this signed document for your files,
4. and then fax the signed indemnification to: (480) 965-5834
5. Mail the original to the Certificate Holder:

ASU
 c/o: Event and Meeting Services
 POB 870901
 Tempe, AZ 85287-0901

REQUIRED INDEMNIFICATION:

Contractor/vendor shall indemnify, defend, save and hold harmless the ***“The State of Arizona, Arizona Board of Regents, Arizona State University shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU”*** (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ 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 or any of its owners, officers, directors, agents, employees or subcontractors. 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 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor/vendor from and against any and all claims. It is agreed that Contractor/vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, 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 work performed by the Contractor/vendor for the State of Arizona.

Agreed: _____ date: _____
(Signature)

Printed Name: _____ Vendor Name: _____

INSURANCE REQUIREMENTS:

Contractor/vendor and subcontractors shall procure and maintain, until all of their obligations, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Vendor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work at ASU by the Contractor/vendor, its agents,

representatives, employees or subcontractors, and Contractor/vendor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor/vendor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000
- Blanket Contractual Liability – Written and Oral
\$1,000,000
- Fire Damage (Any one fire)
\$ 50,000
- Alcohol Liability (if alcohol is served)
\$2,000,000
 - a. The policy shall be endorsed to include the following additional insured language: This policy (or these policies), shall be endorsed to include the following additional insured language: ***“The State of Arizona, Arizona Board of Regents, Arizona State University” shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU.”***
 - a. Policy shall contain a waiver of subrogation against the ***“The State of Arizona, Arizona Board of Regents, Arizona State University’s agents and employees*** for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor/vendor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used at ASU.

Combined Single Limit (CSL)
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "This policy (or these policies), shall be endorsed to include the following additional insured language: ***"The State of Arizona, Arizona Board of Regents, Arizona State University" shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU, " with respect to liability arising out of the activities performed by or on behalf of the vendor, involving automobiles owned, leased, hired or borrowed by the vendor."***

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the ***"The State of Arizona, Arizona Board of Regents, Arizona State University's*** officers, officials, agents, and employees for losses arising from work/materials/equipment performed/provided by or on behalf of the Contractor/Vendor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. This policy (or these policies), shall be endorsed to include the following additional insured language: ***"The State of Arizona, Arizona Board of Regents, Arizona State University shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU."***
2. The Contractor's/Vendor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor/Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4. **IF INSURANCE CERT IS PROVIDED BY ANYONE OTHER THAN THE UNDERWRITER(S), THE APPROPRIATE ENDORSEMENT PAGE(S) MUST ACCOMPANY THE CERTIFICATE OF INSURANCE.**

5. Certificate holder is ASU c/o Event and Meeting Services, POB 870901 Tempe AZ 85287-0901 Fax: 480-965-5834

- C. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Event and Meeting Services, POB 870901 Tempe AZ 85287-0901 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor/Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and are to be accompanied by the proper endorsements.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall be sent directly to Event and Meeting Services POB 870901 Tempe, AZ 85287-0901. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor/Vendor certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.