



Attachment to PO: _____

Indemnification

The supplier shall hold harmless, defend and indemnify the University of Utah and its officers, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, (b) Supplier's use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, invitees, participants or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

Insurance

Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned and hired motor vehicles and/or Professional Liability insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

The Supplier shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Contract. Supplier shall also maintain "special form" property insurance at replacement cost applicable to Supplier's property or its equipment and that contains a waiver of subrogation endorsement in favor of the University.

The Supplier's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of the Contract. The University of Utah shall be named as an additional insured on the Commercial General Liability insurance policy by endorsement. Supplier will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverages and provisions listed above.

The Supplier shall submit certificates of insurance as evidence of the above required insurance to the University prior to the commencement of this Contract (mail to: The University of Utah, Purchasing, Attn: _____, 201 S Presidents Circle Room 170, Salt Lake City, Utah 84112 or fax to (801)581-8609). PO # should be referenced on all documents. Such insurance certificates shall indicate that the University will be given thirty (30) calendar days written notice prior to the cancellation of coverage.