INDEMNIFICATION

______________________________ shall indemnify and hold harmless the University of Hawaiʻi and the State of Hawaiʻi, their officers, agents, employees or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of ____________________ its offices, employees, agents, subcontractors or any person acting on its behalf in the performance of this contract; and (2) all claims, suits, and damages, by whomsoever brought, by reason of the non-observance or non-performance by ____________ its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Furthermore, ______________ shall reimburse the University of Hawaiʻi and the State of Hawaiʻi, and their officers, employees, agents or any person acting on their behalf for all attorneys’ fees, costs, and expenses incurred in connection with the defense of such claims.

Additionally, the contractor shall during the period of this contract, at its own cost and expense, maintain liability insurance for personal injury or death in the minimum amounts of $ _____ per person, and $ ____ per accident; and $ ___ property damage; said policy shall name the University as additional insured and a copy thereof shall be deposited with the Director of Procurement and Property Management.

LESSEE shall, during the term of this lease, at its own cost and expense, maintain liability insurance with minimum policy limits of $____ each occurrence/aggregate for bodily injury or death and $ ______ each occurrence/aggregate for property damage; said policy shall name the University as an additional insured and a copy of said policy shall be deposited with the Director of Procurement and Property Management.

______________________________
Organization Name

______________________________
Signature/Title

______________________________
Date

Attachment C