

LSU Indemnification Agreement and Insurance Verification

PROVIDER agrees to protect, defend, indemnify, save, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of PROVIDER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by PROVIDER as a result of any claim demands, and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its agents, representatives, and/or employees. PROVIDER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, its officers, agents, servants and employees, including volunteers (collectively "University") are to be covered as additional insureds on PROVIDER Commercial General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the PROVIDER including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this work or operations of PROVIDER, the PROVIDER'S insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and its employees, officers, directors, and volunteers. Any insurance or self-insurance maintained by the University shall be excess of the PROVIDER'S insurance and shall not contribute with it.

Furthermore, PROVIDER hereby grants to the University a waiver of any right to subrogation, which any insurer of said PROVIDER (may acquire against the University by virtue of the payment of any loss under such insurance. PROVIDER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

Accepted by Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance attached? Yes No

Purpose of Contract, RFQ No., Purchase Order No.:

