

Contract Language as recommended by FICURMA

Indemnification

[VENDOR] shall defend, indemnify and hold harmless Palm Beach Atlantic University (PBA) and all of PBA's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of [VENDOR], its officers, agents or employees in performance or non-performance of its obligations under the Agreement. [VENDOR] recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to PBA when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by PBA in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve [VENDOR] of its liability and obligation to defend, hold harmless and indemnify PBA as set forth in this article of the Agreement.

Insurance:

[VENDOR] shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming as a named, additional insured, as well as furnishing Palm Beach Atlantic with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by [VENDOR] as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and [VENDOR] agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to Palm Beach Atlantic University, and that any other insurance, or self-insurance available to PBA shall be considered secondary to, or in excess of, the insurance coverage(s) procured by [VENDOR] as required herein.