



INDEMNIFICATION AND RELEASE OF LIABILITY

Supplier here after referred to as Service Provider shall indemnify, defend, and hold harmless the Indemnified Parties who are the District and District's Board of Trustees (including each individual member of the District's Board of Trustees), officers, employees, agents, and representatives from any and all claims, demands, losses, responsibilities or liabilities, judgments, awards and/or decrees for: (i) injury or death of Service Provider's employees; (ii) injury or death of other persons or damage to property or (iii) other costs or charges arising out of or attributable to, in whole or in part, negligent, reckless or willful acts, omissions, errors and/or other conduct of Service Provider's officers, directors, employees, sub-consultants, subcontractors, agents and representatives in performing or providing any of the obligations, services, or other work contemplated under this Agreement. The foregoing shall include without limitation the reasonable attorneys' fees and costs, including expert witness fees, incurred by the Indemnified Parties. District shall have the right to accept or reject any legal counsel that Service Provider proposes to defend the Indemnified Parties or conduct its own such defenses if it chooses to do so. Service Provider's indemnity obligations shall not be restricted nor limited to insurance proceeds, if any, received by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability, judgment, award or decree covered by the provisions hereof is barred by the applicable Statute of Limitations.

For this reason, all Service Providers must provide a copy of a current insurance certificate before being allowed to provide the service. The Commercial General Liability insurance must be in the amount for \$1,000,000 per occurrence and \$2,000,000 aggregate. Also, the certificate shall include an additional insured endorsement naming the District its officers, agents & officials as additional insured. However, in the absence of a liability insurance, this agreement to defend, indemnify and hold harmless San Joaquin Delta College will not be limited to the amount of the insurance coverage and will also hold true in the absence of a liability insurance.

I, the undersigned, hereby certify that I and the Service Provider understand and am fully aware of the legal consequences of this indemnification and release of liability form, and understand I am waiving certain rights and assuming the risk from my participation from my participation in being a Service Provider. I further certify that I will abide by the rules and regulations of San Joaquin Delta College, and by the laws of the State of California.

NAME OF SERVICE PROVIDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TYPE OF SERVICE BEING PROVIDED: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

NAME AND DATE OF EVENT/SERVICE: _____

SJDC DIVISION/DEPARTMENT CONTACT: _____

RETURN FORM TO:

*San Joaquin Delta College
Purchasing and Contract Services
Phone (209) 954-5060 Fax (209) 954-3737*

Email: contracts@deltacollege.edu

Mailing address: 5151 Pacific Avenue, Stockton, CA 95207