



Bella Newberg
Executive Director
CSUSM Corporation
333 S. Twin Oaks Valley Rd.
San Marcos, California 92096

INDEMNIFICATION AND HOLD HARMLESS
FROM LIABILITY AGREEMENT

- READ THIS CAREFULLY BEFORE SIGNING -

Vendor (Doing Business As) Name: \_\_\_\_\_

Vendor Services Provided: \_\_\_\_\_

Vendor Mailing Address: \_\_\_\_\_
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Vendor Business License Number: \_\_\_\_\_

Service Location: All locations on the campus of California State University San Marcos; including the Temecula location, the CSUSM Corporation office and events held at the CSUSM President's residence.

I understand that the name of my company or organization shall be represented by the word "Vendor" throughout this agreement.

I, on behalf of \_\_\_\_\_ ("Contractor" or "Vendor") and to the fullest extent by law, affirm that Vendor will hold harmless, indemnify, and defend the State of California, California State University San Marcos Corporation (CSUSM Corporation), the California State University San Marcos Foundation (CSUSMF), the Associated Students, Inc. (ASI), California State University San Marcos (CSUSM) (which is the Trustees of the California State University and is one of 23 campuses in the California State University System), it's officers, agents, and employees ("University") from and against all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expense costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties and liens or every nature resulting from injury to or death sustained by any person (including Vendor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Vendor's products or its performance of services hereunder, or its failure to comply with any of its contractual obligations, or its failure to comply with any current or prospective law, regardless of Vendor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an Indemnified Party, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the University, its officers, agents or servants. This indemnification obligation shall survive any other contractual obligation and shall not be limited by any term of any insurance policy.

The undersigned affirms she or he is authorized to bind the above company or organization.

Signature

Date

Print Name

Print Title

Email