

### **Sample Indemnity/Insurance Clause**

The undersigned agrees to defend, indemnify and hold harmless the (District) \_\_\_\_\_, its Board of Trustees, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's (use/occupancy of Districts facilities, furniture or equipment, or nature of activity) \_\_\_\_\_. The undersigned further agrees to provide a Certificate of Insurance for liability coverages and \_\_\_\_\_ limits, including an Additional Insured Endorsement naming the District.

**Indemnity.** Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation.

**Insurance.** Each Party shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to (1) broad form commercial general liability insurance (including, as appropriate, products coverage if goods are being provided, and completed operations coverage, if construction-related services are being provided), (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) professional liability/errors and omissions (if legal, accounting, consulting, IT consulting, or similar professional services are provided). The limit of liability for such coverage shall be no less than [**\$1 million**] per claim/occurrence, and the other Party and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as "additional insureds" under such policies. Each Party shall also maintain workers' compensation insurance.

### **Sample Alternate Dispute Resolution Provision**

With respect to any dispute arising from the formation, rights or duties under, or termination of this agreement, all such matters shall be subject to this alternative dispute resolution provision. Within 30 days after a dispute is identified, the Parties shall use their best efforts to jointly seek an informal resolution to the dispute. If those efforts fail, the [contractor] shall comply with the obligations of the Government Code Claims Presentation Act, after which the [contractor] may institute binding arbitration. The [District] may immediately seek binding arbitration after such informal dispute resolution efforts fail. The arbitration shall be conducted by a mutually agreeable arbitrator, or an arbitrator appointed by a court of competent jurisdiction. The arbitrator shall conduct the arbitration in the most expeditious and cost effective manner possible, including restricted discovery and/or hearing procedures. The arbitrator may award reasonable attorney's fees and costs to the prevailing party if the arbitrator determines that the opposing party did not proceed in good faith or on a reasonable belief in the factual and legal validity of its position.