

LIABILITY and INDEMNIFICATION AGREEMENT

This Liability and Indemnification Agreement (“Agreement”), dated _____, is made between **COMPANY NAME**, with a principle place of business of _____ and the University of Massachusetts Amherst (the “University”), an agency of the Commonwealth of Massachusetts with an office at _____, regarding **NAME OF EVENT** at the University of Massachusetts Amherst, MA on **DATE(S)** (the “Event”). In consideration of and return for the services, facilities, and other assistance provided to **COMPANY NAME** by the University for the Event, **COMPANY NAME** agrees to the following terms and conditions in connection with the Event:

Risk of Loss.

COMPANY NAME shall bear the risk of loss of any of its materials used in connection with the Event.

Indemnification

COMPANY NAME shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by **COMPANY NAME**, its agents, servants, employees, or subcontractors under this Agreement, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of **COMPANY NAME**, its employees, servants, agents, or subcontractors. The forgoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give **COMPANY NAME** prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Agreement.

Warranties

COMPANY NAME represents and warrants that they will perform in accordance with all applicable federal, state, and local laws, regulations, bylaws and ordinances and that they have obtained all requisite permissions from federal, state, and local authorities.

Insurance Certificate

COMPANY NAME shall provide the University with a certificate of insurance naming the University of Massachusetts, its trustees, officers, and employees as additional insureds.

Miscellaneous

This Agreement is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. **COMPANY NAME** and the University agree to bring any action arising out of or relating to this Agreement or the relationship between them in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof and **COMPANY NAME** expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought in connection with this Agreement, waiving any claim or defense that such forum is not convenient or proper.

Entire Agreement and Amendment

This Agreement may be amended only by written agreement of the parties, executed by the parties' authorized representatives and in compliance with all other regulations and requirements of law. The parties understand and agree that this Agreement constitutes the entire understanding between the parties and supersede all other verbal and written agreements and negotiations by the parties relating to the terms of this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For the University

For XXXXX

Type name:
Title:
Date:

Type name:
Title:
Date:

Witness for XXXXX:

Type name:
Title:
Date: