

SAN DIEGO COMMUNITY COLLEGE DISTRICT
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOOD VENDORS/DONORS

Name & Address of Food Vendor/Donor: _____

Food Items to Be Sold or Donated: _____

Date or event to Which Food Items to be Sold or Donated: _____

The vendor/donor hereby agrees to indemnify, defend and hold harmless the District and its officers, employees and agents from any and all losses, damages, claims, liability, expenses or costs arising from any accident or occurrence causing injury or damage to any person or property (including vendor/users employees or property) relating or attributed to the District's authorization for the vendor/donor to sell or donate food product to the San Diego Community College District, for:

Location of vending/donating (check one):

City College Mesa College Miramar College Other

Vending/donating will be at the request of (check One):

___ Associated Students;
___ Student Club – Name of Club _____
___ Athletics
___ Other Department – Name _____

The Vendor's/Donor's obligation to indemnify, defend and hold harmless as indicated above shall continue notwithstanding the expiration or revocation of the permission to sell or donate food product.

Vendor/Donor shall secure and maintain during the duration of this permission to sell or donate food product, general liability (including products liability) and property damage insurance to protect it from claims for damages for personal injury, including death, as well as from property damage which may arise from or which may be alleged to arise from the permission granted by the District. Such insurance coverage is to be with an insurance carrier, licensed to transact business within the State of California with a rating of A+ or better and shall be in an amount of not less than \$1,000,000 per incident; \$2,000,000 in the aggregate.

A certificate of insurance evidencing the coverage indicated above shall be endorsed to **San Diego Community College District** as an additional insured, but only with respect to the liability arising out of the District's authorization of _____
(name of vendor/donor) to sell/donate the indicated food product to the District or on District Premises. The Certificate of Insurance is to be filed with the District Risk Management/Legal Department. Said policies of insurance shall not be cancelled without ten days' prior notice to the District Risk Management/Legal Department.

Signature of Vendor/Donor _____

Date: _____