

## ATTACHMENT E

### INDEMNITY/INSURANCE CLAUSES (A8.400)

#### Indemnification

\* \_\_\_\_\_ (hereinafter called "Indemnitor") shall indemnify, defend and hold harmless the University of Hawaii, its officers, agents, employees or any person acting on its behalf from and against: 1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of Indemnitor, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this agreement; and (2) all claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by Indemnitor, its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Furthermore, Indemnitor shall reimburse the University of Hawaii, its officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims.

#### Insurance

\* \_\_\_\_\_ shall during the period of this agreement, at its own cost and expense, maintain liability insurance providing Combined Single Limit Coverage (bodily injury and property damage) in the minimum amount of \$1,000,000 per occurrence; said policy shall name the University of Hawaii as additional insured and a copy thereof shall be deposited with OPRPM.

*\*The name of the company or individual performing services for the University should be inserted in the spaces indicated with asterisks.*