Insurance and Indemnification Agreement

The undersigned (“the Caterer”) having been granted permission to conduct an event on the campus of Bryn Mawr College and to provide the food and food service for that event, hereby agrees as follows:

1. The Caterer will indemnify and hold harmless the College, its trustees, officers, and employees from any and all claims, suits, actions and liability of any character, arising or alleged to arise, out of injuries or damages sustained by any person, persons or property on account of or in consequence of the Caterer’s act or omission, neglect or misconduct, or in violation of any law, ordinance or regulation, which was caused to occur during the Caterer’s use of the College’s facilities.

2. The Caterer will obtain and keep in force, at its sole cost and expense, insurance coverages for general liability, product liability, and such additional perils as the College may require, to an amount of no less than $1,000,000, and in which the College is an additional named insured. The Caterer will also obtain and keep in force, at its sole cost and expense, worker’s compensation insurance for each of its employees. The Caterer shall, before the event, provide evidence of such insurance coverage to the Office of Conferences and Events.

3. The College shall not be liable to the Caterer or the Caterer’s staff or guests for any personal injury incurred by them while on campus or for any property belonging to them which may be lost, stolen or damaged while on campus, and any and all claims for such injuries or damages are waived and are to be governed under the provisions of paragraph 1 of this Agreement.

4. The Caterer will be responsible for paying all taxes owed for income the Caterer receives from this Agreement, since the College will not withhold any such taxes for the Caterer. The Caterer also acknowledges and understands that the Caterer is an independent contractor in its dealings with the College.

________________________________________  ____________________________
Date of Event                                                      Event Location

________________________________________
Name of Caterer

________________________________________  ____________________________  ____________
Official Representative of Caterer                        Signature                        Date

________________________________________  ____________________________
Director of Dining Services                                Signature                        Date
Bryn Mawr College

________________________________________  ____________________________
Chief Administrative Officer                               Signature                        Date
Bryn Mawr College