

- 1. INSURANCE REQUIREMENTS.** Contracted vendor must, at its own expense, maintain and carry insurance in full force and effect, which includes, but not limited to, commercial general liability, workers' compensation insurance and automobile insurance with financially sound and reputable insurers. Upon CSU Fullerton Auxiliary Services Corporation (CSUF ASC)'s request, contracted vendor must provide CSUF ASC with a certificate of insurance from contracted vendor's insurer evidencing the insurance coverage specified in this Purchase Order which includes that the State of California, the Trustees of the California State University, California State University Fullerton and CSU Fullerton Auxiliary Services Corporation and their employees, officers, directors, volunteers and agents shall be named as an additional insured .
- 2. INDEMNIFICATION.** Contracted vendor must release, defend, indemnify and hold harmless CSU Fullerton Auxiliary Services Corporation, California State University Fullerton, State of California, the Trustees of the California State University, and the State of California and its employees, officers, directors, volunteers and agents from all suits, actions or claims of any character, name or description including reasonable attorney fees, brought on account of any injuries or damage, or loss, whether real or alleged, received or sustained by them or any person, persons or property, arising out of or related to contracted vendor's products, services and performance provided under this Purchase Order or contracted vendor's failure to perform or comply with any requirements of this Purchase Order including, but not limited to any claims for personal injury, property damage or proprietary rights. Additionally, contracted vendor indemnifies CSUF ASC and holds it harmless against any fines, damages, assessments or attorney fees in the event a court or administrative agency finds that contracted vendor is an employee of CSUF ASC. This hold harmless Purchase Order must apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by contracted vendor.
- 3. AMENDMENT AND MODIFICATION.** Contracted vendor may not substitute this Purchase Order or make any changes to the specifications without the prior written approval of an authorized representative of CSUF ASC. No change to this Purchase Order is binding upon CSUF ASC unless it is in writing and specifically states that it amends this Purchase Order and it signed by an authorized representative of CSUF ASC.
- 4. COMPLIANCE WITH LAW.** Contracted vendor is in compliance with and must comply with all applicable laws, regulations and ordinances. Contracted vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligation under the Order.
- 5. CALIFORNIA LAW.** The provision of this Purchase Order must be construed in accordance with the laws of the State of California, United States of America. Any action commenced about this Purchase Order must be filed in the northern branch of the Orange County Superior Court.