

## Appendix D

### Vendor Indemnification

To the fullest extent permitted by law, the Vendor shall, defend, indemnify and hold harmless the Regional Education Service Center (RESC) Alliance Food Trust (RAFT) members and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees or other costs or obligations arising from or relating to (i) the Vendor's breach of this contract; (ii) strictly limited to the extent of negligence or willful misconduct of the contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this contract. The Vendor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this contract.

The existence of insurance shall in no way limit the scope of this indemnification. The Vendor further undertakes to reimburse district for damage to property of district caused by the Vendor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

State of: \_\_\_\_\_

County of: \_\_\_\_\_

\_\_\_\_\_  
Signed by Vendor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Legal Name of Vendor

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date

Subscribed and sworn to before me on this

\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

Proposal Preparer's Initials \_\_\_\_

Proposal Preparer's Initials \_\_\_\_