



## **Exhibit A**

### **Terms and Conditions**

#### **LIABILITY INSURANCE AND INDEMNITY**

A. Purchaser covenants and agrees to indemnify, defend and save harmless Marian University against and from any and all liability, damages, expenses, causes if action, suits, judgments and claims of any nature arising out of or in any manner connected with injury or death to persons and/or loss of any property, which result from Purchasers or Purchaser's participants' use of and access to University facilities, property and services as provided for in this agreement.

B. Without limiting Purchaser's obligations under Paragraph A of this Article, Purchaser covenants and agrees that it will at all times during the term hereof, at its own expense keep in full force and effect, in companies satisfactory to the University insurance coverage, with combined single limit coverage of at least one million dollars (\$1,000,000.00) for injury or death to one or more person(s) in any single occurrence, and at least one hundred thousand dollars (\$100,000.00) for damage to or loss of property, or in such greater amounts of insurance coverage as the University may from time to time reasonably require. **For all events involving minors as participants, such coverage must specifically include sexual abuse and molestation.** All such policies of public liability and property damage insurance **shall name the University** and the Purchaser as parties insured, and shall contain a provision that the same may not be canceled (including also cancellation for non payment of premiums) or amended without giving to the University and Purchaser at least thirty (30) days prior notice. Each such policy or a copy thereof and a certificate showing the same to be in effect shall be delivered to the University at least thirty (30) days prior to the commencement of the term hereof.

C. Without limiting Purchaser's obligations under Paragraphs A and B of this Article, Purchaser covenants and agrees that all participants are under the direct and complete supervision and control of Purchaser. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to Purchaser. The University retains the right to require Purchaser or any of its participants to leave the University premises if the University determines that circumstances require it. The University assumes no responsibility of for loss or theft of personal property, or damage to personal property of Purchaser or any of its participants. The University assumes no liability whatsoever for any property placed by Purchaser in University buildings or on University properties. "Term" as used in this agreement means the time period during which Purchaser or participants shall have use of or access to University facilities and service.