



Indemnity and Insurance Requirements

Should applicant be selected for Komen San Antonio funding, per Komen Headquarters, all Affiliate grantees will be required to provide the following for final Grant Contract documentation:

- A. As between the parties to this Grant Contract, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Health/Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Headquarters and Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions in this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.

- B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury including death, and property damage; and (ii) excess/umbrella insurance, excess to the insurance set forth in (i) above with a limit not less than \$5,000,000. Grantee shall name Komen Headquarters and Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Health/Cancer Project and any additional policies rider entered into by Grantee in connection with the Breast Health/Cancer Project.

Organization Name: _____

Confirm Compliance: Yes No

If not able to comply, please explain: _____
