**Sample Requirements for Indemnification and Insurance for Leases**

Indemnification:

1. TENANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND [LANDLORD], AND ITS AGENTS AND ASSIGNS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS, ANY AFFILIATES, AND THE EPISCOPAL DIOCESE OF PITTSBURGH (COLLECTIVELY, “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL OBLIGATIONS, SUITS, LOSSES, JUDGMENTS, ACTIONS, DAMAGES, CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, ATTORNEYS’ FEES, AND EXPENSES INCURRED IN CONNECTION THEREWITH) FOR ANY LOSS, INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER OCCURRING IN, ON OR ABOUT THE LEASED PREMISES WHEN SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLECT, FAULT OF, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY TENANT. THIS INCLUDES ANY LOSS, INJURY OR DAMAGE RESULTING OR ALLEGEDLY RESULTING, WHETHER IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR OTHER LEGALLY CULPABLE CONDUCT OF ANY INDEMNIFIED PARTY.
2. IF ANY CLAIM IS MADE AGAINST ANY INDEMNIFIED PARTY, TENANT AT ITS SOLE COST AND EXPENSE, SHALL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BY OR THROUGH ATTORNEYS SATISFACTORY TO THE INDEMNIFYING PARTY.
3. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY BASED ON FACTS OR CIRCUMSTANCES OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

Insurance:

1. [Landlord] agrees to maintain, at its sole cost and expense, insurance covering the Leased Premises insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief in such amounts as are determined by [Landlord], in its sole discretion, to be appropriate.
2. Tenant shall, at its own cost and expense, obtain or cause to be obtained, insurance policies insuring against such risks, and in such amounts, as follows: comprehensive general liability insurance with a minimum limit of $1,000,000 per person and $1,000,000 per occurrence, and property damage coverage with a minimum limit of $250,000. Tenant will also maintain insurance with respect to its personal property, equipment and trade fixtures in amounts determined to be appropriate by Tenant. Tenant will furnish evidence of that insurance to [Landlord] upon the request of [Landlord], which insurance shall name [Landlord] as additional insured, where appropriate. Such insurance policies are required by this written agreement to provide additional insured coverage to [Landlord] on a primary and non-contributory basis.

**Explanatory Comment
(not to be included in agreement)**

For groups that have insurance coverage through umbrella organizations, the parish should ask the group to forward the insurance requirement provision to their umbrella organization and request a copy of a certificate of insurance. Most commercial general liability insurance policies contain what is commonly called “automatic additional insured” coverage. This “automatic” coverage applies if a written contract requires an insured to name another organization (such as a landlord or building owner) as an additional insured, and the language in the recommended insurance clause ties in with the standard insurance policy language. Also, the certificate of insurance will disclose the limits of insurance, which will most likely be at or higher than requested.