

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(Level I Contractor)**

Sysco Denver, Inc and _____ (“Contractor”) agree as follows:

- A. Contractor and SYSCO have agreed that Contractor will perform certain services (the “Services”) for the benefit of SYSCO at SYSCO’s premises located at _____ (the “SYSCO Premises”).
- B. In connection with the Services and any other work or services which Contractor may perform for SYSCO from time to time, Contractor has agreed to execute and be bound by this Hold Harmless and Indemnification Agreement (the “Agreement”).

Contractor, for value received, hereby represents and agrees as follows:

- 1. The relationship between SYSCO and Contractor is that of independent contractor. Contractor retains the exclusive right and obligation to control its own activity with respect to hours, time, terms of employment, hiring, firing, supervising, training, disciplining, directing, setting wages, working conditions, and payment of wages, taxes and benefits.
- 2. **CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SYSCO AND ITS RESPECTIVE EMPLOYEES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND INSURERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) AND DAMAGES OF ANY KIND AND CHARACTER FOR INJURY TO OR DEATH TO ANY PERSON, OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR ANY WORK PERFORMED BY CONTRACTOR AND/OR ANY SUBCONTRACTOR FOR SYSCO EXCEPT TO THE EXTENT OF THE NEGLIGENCE OF SYSCO, ITS AGENTS, EMPLOYEES AND OFFICERS.**
- 3. Contractor agrees to maintain workers’ compensation insurance with employer’s liability coverage, a commercial general liability policy, including contractual indemnity endorsements, and auto liability coverage, and to provide SYSCO with a certificate of insurance evidencing such coverage in the form attached hereto as **Exhibit A** naming “SYSCO Corporation, its subsidiaries, affiliates and divisions” as an additional insured, with the limits listed on said certificate. Contractor agrees to have its insurer waive its rights of subrogation versus SYSCO, affiliates of SYSCO and SYSCO’s insurer.
- 4. Contractor shall be fully responsible for training its employees and subcontractors and enforcing all of SYSCO’s rules and regulations upon Contractor personnel and operation while at the SYSCO Premises. SYSCO retains a general right of inspection and oversight in order to monitor and assess Contractor compliance.
- 5. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Both parties agree that any dispute or disagreement arising out of this Agreement or the Services shall be subject to venue in the county and state of the SYSCO Premises. This Agreement constitutes the final, complete and exclusive Agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the parties with respect thereto, and, to the extent of any conflict with any form guaranty, warranty, or other indemnification tendered by Contractor, whether before or after the date hereof., the terms of this Agreement shall control.

Authorized Agent of Contractor
Date: _____

Authorized Agent of SYSCO
Date: _____