



**ENTERPRISE RISK MANAGEMENT  
BUSINESS OPERATIONS**

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## MEMORANDUM

**DATE:** NOVEMBER 29, 2021

**FROM:** MICHAEL BEATTY, RISK MANAGER, ENTERPRISE RISK MANAGEMENT

**SUBJECT:** INTERNATIONAL INDEMNIFICATION AND INSURANCE AGREEMENT – GROUND TRANSPORTATION CHARTERS

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The CSU requires that campuses make every effort when reasonably possible to enter into written agreements when charter transportation providers are hired for transportation services to and from university-related activities. This requirement applies only to the use of chartered transportation, both domestically and abroad, and does not apply to the use of public transportation to and from SF State-related activities.

On the following page, please find the Indemnification and Insurance Agreement form developed for Faculty-Led Study Abroad trips. Please request that the charter transportation providers sign off on them before using their services. If the charter company refuses, and other reasonable transportation is not readily available, the please complete and sign the form and simply note “refused” on the charter company signature line.

Please return the completed forms to Enterprise Risk Management upon your return to campus.

If you have any questions or encounter any difficulties with use of the form, please contact Michael Beatty at [mbeatty@sfsu.edu](mailto:mbeatty@sfsu.edu) . Best wishes on your safe travels!!

**INDEMNIFICATION AND INSURANCE AGREEMENT**  
**Charter of Bus - Ground Transportation – And Other Transportation**

- I. For the purposes of this agreement, \_\_\_\_\_ (Hereinafter referred to as “CONTRACTOR”) has agreed to provide charter transportation to San Francisco State University (Hereinafter referred to as “UNIVERSITY”) as follows:

Dates of Transportation: \_\_\_\_\_

Type of Transportation: \_\_\_\_\_

Destinations of Transportation: \_\_\_\_\_

Transportation Fee: \_\_\_\_\_

- II. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered vehicles who, for the purpose of driving CONTRACTOR's vehicles, shall be considered under CONTRACTOR's direct supervision and control.

- III. In consideration of the above, the CONTRACTOR shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to transportation operations and maintenance of the chartered vehicle as applicable, and further including as applicable:
- A. Liability insurance - Minimum \$5,000,000 combined single limit / business automobile limit
  - B. Workers Compensation insurance as required under applicable law.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

\_\_\_\_\_  
FOR CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOR UNIVERSITY

\_\_\_\_\_  
DATE

REV.11/21