

EXHIBIT C

SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

1. TRIBE shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TRIBE, its officers, employees or agents.
2. COUNTY shall defend, indemnify, and hold TRIBE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.
3. No Agency: Except as otherwise specified herein, for the purposes of this section, the TRIBE shall not be deemed to be COUNTY's agent and COUNTY shall not be deemed to be the TRIBE agent.
4. Notification: Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.
5. Continuing Obligation: To the extent that COUNTY has agreed to indemnify, defend and hold harmless the TRIBE, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract. To the extent that the TRIBE has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract.
6. Insurance: Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Contract.

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