

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions (“Indemnification”), the Contractor agrees as follows to the following indemnification obligations under its Agreement with the Owner:

A. The Contractor and its SubContractors shall defend, indemnify, and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses, including but not limited to attorney’s fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor’s indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and its agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney’s fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor’s failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2)

the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any actions, lawsuits, or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner, the Architect or the Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, the Architect, or the Construction Manager. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner, the Architect, or the Construction Manager is required to bring an action to enforce the indemnification obligations set forth herein, the Contractor shall be liable to the Owner, the Architect, and/or the Construction Manager for all costs associated with said action including attorney's fees.

By: _____
Signature of Authorized Representative of Contractor

(Print Name and Title)

(Date)