



INDEMNIFICATION

_____ (hereinafter called "Subcontractor") agrees to defend, indemnify and hold UNIVERSITY MECHANICAL CONTRACTORS, INC. dba UMC (hereinafter called "Contractor") harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by Subcontractor or Subcontractor's agents or employees to the fullest extent permitted by law, subject only to the limitations provided below.

Subcontractor's duty to indemnify Contractor shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or Contractor's agents or employees.

Subcontractor's duty to indemnify Contractor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor or Contractor's agents or employees, and (b) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of the negligence of Subcontractor or Subcontractor's agents or employees.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts.

Subcontractor's duty to defend, indemnify and hold Contractor harmless shall include, as to all claims, demands, losses and liability to which it applies, Contractor's personnel-related costs, reasonable attorneys' fees, court costs, fees for collection, and all other claim-related expenses.

Provided Subcontractor's waiver of immunity by the provisions of this Addendum extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

University Mechanical Contractors, Inc. dba UMC

Subcontractor

By: _____

By: _____

Print Name
& Title: _____

Print Name
& Title: _____
Authorized Company Signature

Dated: _____

Dated: _____