

Indemnification Addendum

_____ (hereinafter called "Subcontractor") agrees to defend, indemnify, and hold Contractor, Owner, and any upper-tier contractor ("Indemnitees") harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with services and work performed or to be performed under this Subcontract by Subcontractor or Subcontractor's agents, employees, and lower-tier subcontractors and suppliers of any tier, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject only to the limitations provided below.

Subcontractor's duty to indemnify, including the duty and cost to defend, Indemnitees shall not apply to claims for damages arising out of the services performed or to be performed by Subcontractor or 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 Indemnitees, including the duty and cost to defend, for claims arising out of the services performed or to be performed by Subcontractor or arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor, its agents or employees, and (b) Subcontractor, its agents or employees, and lower-tier subcontractors or suppliers of any tier, shall apply only to the extent of negligence of Subcontractor, its agents or employees, and lower-tier subcontractors or suppliers of any tier.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable industrial insurance / workman's compensation acts or their equivalent in the applicable jurisdiction. 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 benefits acts, or other employee benefits acts; PROVIDED Subcontractor's waiver of immunity by the provisions of this paragraph extends only to claims against Subcontractor by Contractor and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Contractor shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

Claims by Contractor for defense and indemnity against Subcontractor shall be exempt from RCW 4.16.040, RCW 4.16.300, RCW 4.16.310, and RCW 4.16.326, to the same extent that claims by the Owner or any upper-tier contractor are exempt from those statutes. Notwithstanding any other statutory or contractual provision to the contrary, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time-barred, provided that they are brought within 90 days of the service of suit on such claims against Contractor by Owner, any upper-tier contractor, or third party to this Subcontract.