

A T T A C H M E N T 1

I N D E M N I F I C A T I O N C E R T I F I C A T E

\_\_\_\_\_ (hereinafter Contractor) agrees to defend, indemnify and hold the Seattle School District and Madison Middle School PTSA, their Representatives, Officials, Construction Manager and Architect/Engineer (hereinafter District, and Committee) harmless from any and all claims, demands, losses, liability, cost or expense (including attorneys fees, costs, time of District's and Committee's personnel and all other claim-related expenses) to or by third parties arising from, resulting from, related to or connected with services performed or to be performed under this Contract by Contractor, its agents, representatives, officers or employees and Subcontractors of any tier to the fullest extent permitted by law.

Contractor's duty to indemnify District and Committee 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 District and Committee or District's and Committee's Representatives or employees.

Contractor's duty to indemnify District and Committee for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) District and Committee or District's and Committee's Representatives or employees, and (b) Contractor or its agents, representatives, officers or employees and Subcontractors of any tier shall apply only to the extent of negligence of Contractor or Contractor's agents or employees or support.

Contractor 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 Contract 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; provided Contractors' waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by District, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS CERTIFICATE WAS MUTUALLY NEGOTIATED.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

District: \_\_\_\_\_ Contractor: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Committee: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_