

## **NEVADA**

*The following language has been provided by a Nevada defense attorney as acceptable language for contracts subject to Nevada Law:*

**Contractor** (*Indemnitor*) shall defend, indemnify, reimburse, and forever hold harmless **Authority**, and Authority's directors, subsidiaries, affiliates, officers, agents, servants, employees, successors, assigns, and representatives from and against any and all adversarial proceedings that shall include, but are not limited to, formal or informal complaints, claims or allegations, whether legal or administrative, any action (*whether in law or in equity*), demand, loss, fine, penalty lien, interest, attorney fee, cost, or any liability for injuries whether to property or person (*up to and including death*) and any other associated or like expense of any kind or nature, whether arising before or after the completion of the work set forth herein which is in any manner directly or indirectly caused, associated with, occasioned by, or contributed to, in whole or in part, or claimed to be caused, associated with, occasioned by, or contributed to, in whole or in part, by reason of any act, failure to act, neglect, breach of representation, warranty, covenant, omission, fault, or negligence of **Contractor**, of **Contractor's** sub-contractors, sub-contractors, directors, subsidiaries, affiliates, officers, agents, servants, employees, successors, assigns, and representatives or of anyone acting under **Contractor's** direction or control or on **Contractor's** behalf which is or may be in connection with or incidental to the performance of this contract.

Upon **Authority's** notice of any claim(s) associated with **Contractor** for which **Authority** demands indemnification, **Contractor** shall assume the good faith defense, compromise, or settlement of any such claim at **Contractor's** sole expense through the services of attorneys reasonably acceptable to **Authority**. However, in assuming said good faith defense, compromise or settlement, **Contractor** may not, without the prior written consent of **Authority**, agree to (1) any injunction or relief or restriction that may affect the **Authority**, or (2) any settlement which would adversely affect the business or operations of **Authority**.

If **Contractor** does not elect to defend such claim or suit within ten (10) days after having received **Authority's** notice thereof or fails to defend the interest of **Authority** diligently, at **Authority's** reasonable discretion, **Authority** may defend against such claim or suit at **Contractor's** expense. In doing so, **Authority** may elect to compromise or settle such claim or suit with claimant at **Contractor's** expense.