

## **WASHINGTON**

*Due to various Washington tort reform statutes and RCW 3.24.115 dealing with construction contracts, your Authority will not be able to require contractors to indemnify the Authority for its own negligence. With regard to injuries occurring during the construction process, the Authority (owner) may have a duty to warn of or make safe all conditions on the premises which it knows or should know of that may be unreasonably dangerous. It is advisable that the Authority take measures of its own to ensure the safety of its premises. Failure to inspect your property or to supervise the Contractor's use could result in the Authority becoming liable for injuries occurring on the property, even if the Contractor creates the hazard. In view of the restrictions on indemnification and the affirmative duties of property owners, the following language is recommended for building trade contracts:*

**Contractor** hereby releases and shall indemnify, defend, and hold harmless **Authority**, its subsidiaries, affiliates, officers, agents, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, **including those arising out of injury to or death of Contractor's employees**, whether arising before or after completion of the work hereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of **Contractor**, its sub-contractors, or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this contract. **Contractor's** aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. However, in no event shall they apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. **Contractor** expressly waives its immunity under industrial insurance, Title 51 RCW. This waiver was mutually negotiated by the parties, **as evidenced by the initials of the undersigned, in the right margin**. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

The parties agree that **Contractor** is an independent contractor and the **Authority** has no right of control over employees engaged by the **Contractor**.

**Contractor** hereby agrees to require all its sub-contractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming **Authority** as indemnitee.

*There is no Washington statutory law governing indemnification in areas beyond the building trades contracts. However, Washington case law does not favor broad indemnification clauses and strictly construes them. The following language is recommended for non-construction contracts*

**Contractor** hereby releases and shall indemnify, defend, and hold harmless **Authority**, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, **including those arising out of injury to or death of Contractor's employees**, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or

claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of **Authority, Contractor, Contractor's** sub-contractors, or of anyone acting under **Contractor's** direction of control, or on **Contractor's** behalf in connection with or incidental to the performance of this contract. **Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the Authority's sole negligence or strict liability. Authority** shall be indemnified and held harmless to the fullest extent permitted by law. **Contractor** expressly waives its immunity under industrial insurance, Title 51 RCW. This waiver was mutually negotiated by the parties, **as evidenced by the initials in the right margin**. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

The parties agree that **Contractor** is an independent contractor and the **Authority** has no right of control over employees engaged by the **Contractor**.

**Contractor** hereby agrees to require all its sub-contractors or anyone acting under its direction, control, or on its behalf in connection with, or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming Authority as indemnitee.