

INDEMNIFICATION ADDENDUM

Subcontractor, at its sole cost and expense, agrees to defend, indemnify, and hold harmless Contractor from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Subcontract by Subcontractor, its agents, employees and subtier 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 to the limitations provided below. The indemnity and hold harmless obligations shall include all costs of defense including, without limitation, expert and consultant fees incurred by Contractor.

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 its agents or employees. Subcontractor's duty to indemnify Contractor for 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 its agents or employees, and (b) Subcontractor or its agents, employees and subtier subcontractors and suppliers of any tier shall apply only to the extent of negligence of Subcontractor, its agents, employees and subtier subcontractor and 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. 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.

Subcontractor's duty to indemnify Contractor for liabilities or losses, other than for bodily injury to persons or damage to property caused by or resulting from negligence of Subcontractor, its agents, employees and subtier subcontractors and suppliers of any tier, shall apply only to the extent of the fault of Subcontractor, its agents, employees and subtier subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability in which case indemnity will be provided to the extent the liability or loss was caused by Subcontractor or its agents, employees, subtier subcontractors or suppliers of any tier.

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

THE UNDERSIGNED CERTIFY THAT THIS INDEMNIFICATION PROVISION WAS MUTUALLY NEGOTIATED. SUBCONTRACTOR SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT OF INDEMNIFICATION AND HOLD HARMLESS TOGETHER WITH SUBCONTRACTOR'S WAIVER OF IMMUNITY UNDER RCW TITLE 51, WAS THE SUBJECT OF DISCUSSION AND NEGOTIATION BETWEEN SUBCONTRACTOR AND CONTRACTOR AND THAT SUBCONTRACTOR'S PROMISES AND WAIVER HEREIN ARE A PART OF THE CONSIDERATION FOR CONTRACTOR ENTERING INTO THIS SUBCONTRACT AND SUBCONTRACTOR'S OBLIGATIONS AND WAIVER HEREIN WERE CONSIDERED BY SUBCONTRACTOR WHEN ARRIVING AT A PRICE FOR WHICH SUBCONTRACTOR AGREED TO DO THE WORK CONTEMPLATED BY THE SUBCONTRACT.

Dated: 11/06/2009 _____

Contractor: Foushee & Associates Co., Inc. _____

By: _____

Dated: _____

SubContractor: _____

By: _____

Title: _____