

KING COUNTY LIBRARY SYSTEM

INDEMNITY AGREEMENT

Additional Indemnity Provision Agreement

1. This Additional Indemnity Provision Agreement ("Indemnity Agreement") is entered into in conjunction with the undersigned parties' AIA Document A101 Standard Form of Agreement Between Owner and Contractor ("Agreement") being executed on the same date(s) as this Indemnity-Agreement. This Indemnity Agreement shall be effective on the same date(s) as the Agreement and is fully incorporated by reference into the Agreement. The terms used herein have the same definitions as in the Agreement.
2. Nothing contained in the Agreement shall require Contractor to hold harmless, pay the defense costs, or indemnify any party for the sole negligence of that party, or the sole negligence of that party's agents or employees. Further, in the case of concurrent negligence of (a) the Contractor, its agents, or employees; and (b) a party to be indemnified under the Agreement, its agents, or employees, the Agreement shall only require Contractor to hold harmless, pay the defense costs, and indemnify the party to the extent of the negligence of the Contractor, its agents, or employees.
3. As required by RCW 4.24.115 Contractor specifically and expressly waives any immunity under Industrial Insurance, Title 51 (RCW), and acknowledges that this waiver was mutually negotiated by the parties undersigned. This waiver only applies to the extent the indemnity provisions of this Indemnity Agreement and of the Agreement apply.

BY EXECUTING THIS AGREEMENT, THE PARTIES CERTIFY THAT THE WAIVER OF IMMUNITY UNDER RCW 51 SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

OWNER

CONTRACTOR

KING COUNTY LIBRARY SYSTEM

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_