

INDEMNIFICATION

The CONSULTANT, whose work product and services are the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD BDA, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS against any and all claims by third parties, lawsuits, judgments, cost, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY A NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the services, rights or duties under this AGREEMENT. The INDEMNITY provided for in this paragraph shall not apply to any liability resulting from the NEGLIGENCE of BDA, its officers or employees, in instances where such NEGLIGENCE causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND BDA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BDA UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The CONSULTANT shall advise the BDA in writing within 24 hours of any claim or demand against the BDA or the CONSULTANT, known to the Consultant, related to or arising out of the CONSULTANT's activities under this Agreement.

The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Acceptance of the final plans by the BDA shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the BDA for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by said CONSULTANT, its employees, subconsultants, and agents.

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Contractor acknowledges receipt of the indemnification document, and understands it will be incorporated into any contract awarded.

Contractor Signature & Title

Date