

**ATTACHMENT III
INDEMNIFICATION**

CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS BROOKS AND ITS BOARD MEMBERS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF CONSULTANT OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF BROOKS, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONSULTANT AND BROOKS 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 BROOKS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

Acceptance of the final plans by Brooks shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or sub-consultants 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 Brooks for any defect in the designs, work drawings, plans and specifications or other documents and work prepared by said Consultant, its employees, sub-consultants, and agents.

The provisions of this INDEMNIFICATION 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.

Consultant acknowledges receipt of the INDEMNIFICATION document, and understands that it will be incorporated into any contract awarded.

Consultant's Signature & Title

Date