

**ATTACHMENT II  
INDEMNIFICATION**

Brooks acknowledges that it is a political subdivision of the State of Texas and is subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, § 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

No Joint Enterprise. There is no intention on the part of Brooks or the Contractor to create or otherwise form a joint enterprise under or pursuant to this Agreement. Brooks is engaging in economic development of base property and areas around the base property pursuant to Local Government Code Chapter 379B.

Contractor covenants and agrees and covenants and agrees to have each of its subcontractors FULLY INDEMNIFY and HOLD HARMLESS, Brooks (and the elected officials, employees, officers, directors, volunteers and representatives of Brooks) and Brooks' Board (and the officials, employees, officers, directors, volunteers and representatives of Brooks' Board), individually or collectively, from and against any and all defense costs, claims, liens, damages, judgments, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind in law or in equity and nature, including but not limited to, personal or bodily injury, death and property damage, made upon Brooks and/or Brooks' Board directly or indirectly arising out of, resulting from or related to Contractors or Contractor's Subcontractor's activities under this Agreement, including any acts or omissions of any agent, officer, director, representative, employee, consultant or subcontractor of Contractor or Contractor's Subcontractor and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this Agreement.

The indemnity provided in the forgoing paragraph shall not apply to any liability resulting from the sole negligence of Brooks (and the elected officials, employees, officers, directors, volunteers and representatives of Brooks) or Brooks' Board (and the officials, employees, officers, directors, volunteers and representatives of Brooks' Board), in instances where such negligence causes personal injury, death, or property damage, except to the extent provided below.

**IN THE EVENT CONTRACTOR OR CONTRACTOR'S SUBCONTRACTOR AND BROOKS AND/OR BROOKS BOARD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILALBE TO BROOKS AND/OR BROOKS BOARD UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.**

Contractor shall advise Brooks and Brooks' Board in writing within 24 hours of any claim or demand against Brooks, Brooks' Board, or Contractor known to Contractor related to or arising out of Contractors or Contractor's Subcontractor's activities under this Agreement. Contractor or Contractor's Subcontractor shall see to the investigation and defense of any such claim or demand against Contractor or Contractor's Subcontractor, Brooks or Brooks' Board at Contractors or the Contractor's Subcontractor's sole cost until Brooks or Brooks' Board is found to be negligent by a court of competent jurisdiction. Brooks and Brooks' Board shall have the right, at their option and at their own expense, to participate in such defense without relieving Contractor or Contractor's Subcontractor of any of its obligations under this paragraph.

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.

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

\_\_\_\_\_  
Contractor Signature & Title

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Date