

## **FOXWOOD CONDOMINIUM I, II, & III**

### **CONTRACTOR INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, Architect, Engineer, Agent, Consultants, Additional Insureds and their respective members, partners, affiliates, directors and officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, and expenses (including without limitation, the deductible amounts of any insurance and attorneys' fees, court costs, and the cost of appellate proceedings), arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Indemnitee. This indemnification shall survive completion of the Project.

In any and all claims against any Indemnitee by an employee of Contractor, or of its Subcontractors or anyone directly or indirectly employed by either Contractor or its Subcontractors or anyone for whose acts either Contractor or Subcontractors may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.