

**CITY OF IRVING, TEXAS
INDEMNIFICATION BY CONTRACTOR
(Must Be Completed and Signed by Contractor)**

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and 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, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. 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.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a City of Irving Standard Certificate of Insurance evidencing the required coverage.

<hr/> CONTRACTOR (Company Name) <hr/>
<hr/> BY (Signature) <hr/>
<hr/> PRINTED NAME <hr/>
<hr/> PRINTED TITLE <hr/>

Complete, Sign and Return as follows:

Fax To: Requester's Name: _____, Fax Number: _____, and then mail Original Form to:
Requester's Name: _____, Dept. # _____, City of Irving, PO Box 152288, Irving TX 75015-2288