

**EXHIBIT "H"**  
**INDEMNIFICATION ADDENDUM**

\_\_\_\_\_ ("Subcontractor") agrees to defend, indemnify, and hold harmless **Low Income Housing Institute** ("Owner") and their respective employees, agents, and consultants (collectively "Indemnities") from and against any claims, damages, losses and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Agreement by Subcontractor, its agents, employees and subcontractors of any tier, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below. Subcontractor's duty to indemnify Indemnities shall not apply to claims caused by or resulting from the sole negligence of Indemnities. Subcontractor's duty to indemnify Indemnities for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of 1) Indemnities, and (2) Subcontractor or its agents or employees, shall apply only to the extent of negligence of Subcontractor or its agents or employees. Entitlement to recovery of defense costs shall include fees (of attorneys, consultants, expert witnesses and others), costs and expenses incurred in good faith. In addition, Indemnities shall be entitled to recover compensation for all its in-house expenses (including materials and labor) consumed in its defense.

The indemnity and hold harmless provisions of the Subcontract shall survive expiration or termination of the Subcontract and shall include, but not be limited to, all claims against Indemnities by any employee and former employee of Subcontractor or its lower tier subcontractors, and Subcontractor hereby waives all immunity and limitation on liability of any industrial insurance act, including Title 51 of the revised Code of Washington as now or hereafter amended, or other workers' compensation act, disability benefit act, or any other employee benefit act of any jurisdiction which would otherwise be applicable in case of such claim, provided Subcontractor's waiver of immunity by the provisions of this Indemnification Addendum extends only to claims against Subcontractor by Indemnities, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Subcontractor shall require its lower tier subcontractors to sign Indemnification Addendums that provide the same indemnification to General Contractor and Owner as provided herein. Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses. In addition, Contractor shall be entitled to recover compensation for all its in-house expenses (including materials and labor) consumed in its defense.

**THE UNDERSIGNED CERTIFY THAT THIS INDEMNIFICATION PROVISION WAS MUTUALLY NEGOTIATED.**

**Low Income Housing Institute** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_