

“In consideration of the substantial risks to the Architect in rendering professional services in connection with this Project, the Developer agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees and subconsultants (collectively, Architect), which may arise out of or in connection with this Project or the performance, by any of the parties above named, of the services under this Agreement, except for claims or causes of action arising out of the Architect’s sole negligence or willful misconduct.”

- c. Indemnity for First \$75,000 of Any Action .** IF the Developer will not agree to the indemnification and waiver identified above, then this section is highly recommended. This section is your second choice and should not be used if the Developer will accept the indemnification and waiver noted in a and b, above.

“The Developer acknowledges the risks to the Architect inherent in condominium projects and the disparity between the Architect’s fee and the Architect’s potential liability for problems or alleged problems with such condominium projects. Therefore, the Developer agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, “Architect”) against all claims, damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, regardless of the nature of the claim or damage, and including but not limited to claims and damages arising out of or in any way connected with the services performed under this Agreement, for an amount not to exceed the first \$75,000 of any claim, demand, liability or cost, or any attorneys fees or costs related to such claim, demand, liability or cost.”

- d. Limitation of Liability.** The below Limitation of Liability language, or some variation thereof, must be included in condominium contracts, even if only to limit your liability to the amount of available professional liability insurance.

“In consideration of the substantial risks to the Architect in rendering professional services in connection with this Project, the Developer agrees, to the fullest extent permitted by law, to limit the liability of the Architect, to the amount of Architect’s fee, or available professional liability insurance, whichever is less.”

- e. Separate Project Policy.** Have the Developer explore the availability of a Project Policy and also discuss this with your professional liability insurance broker each time a project is presented for consideration. The market is constantly changing, and although the Project Policies today are very expensive, a company next week could present a product that is more reasonable.