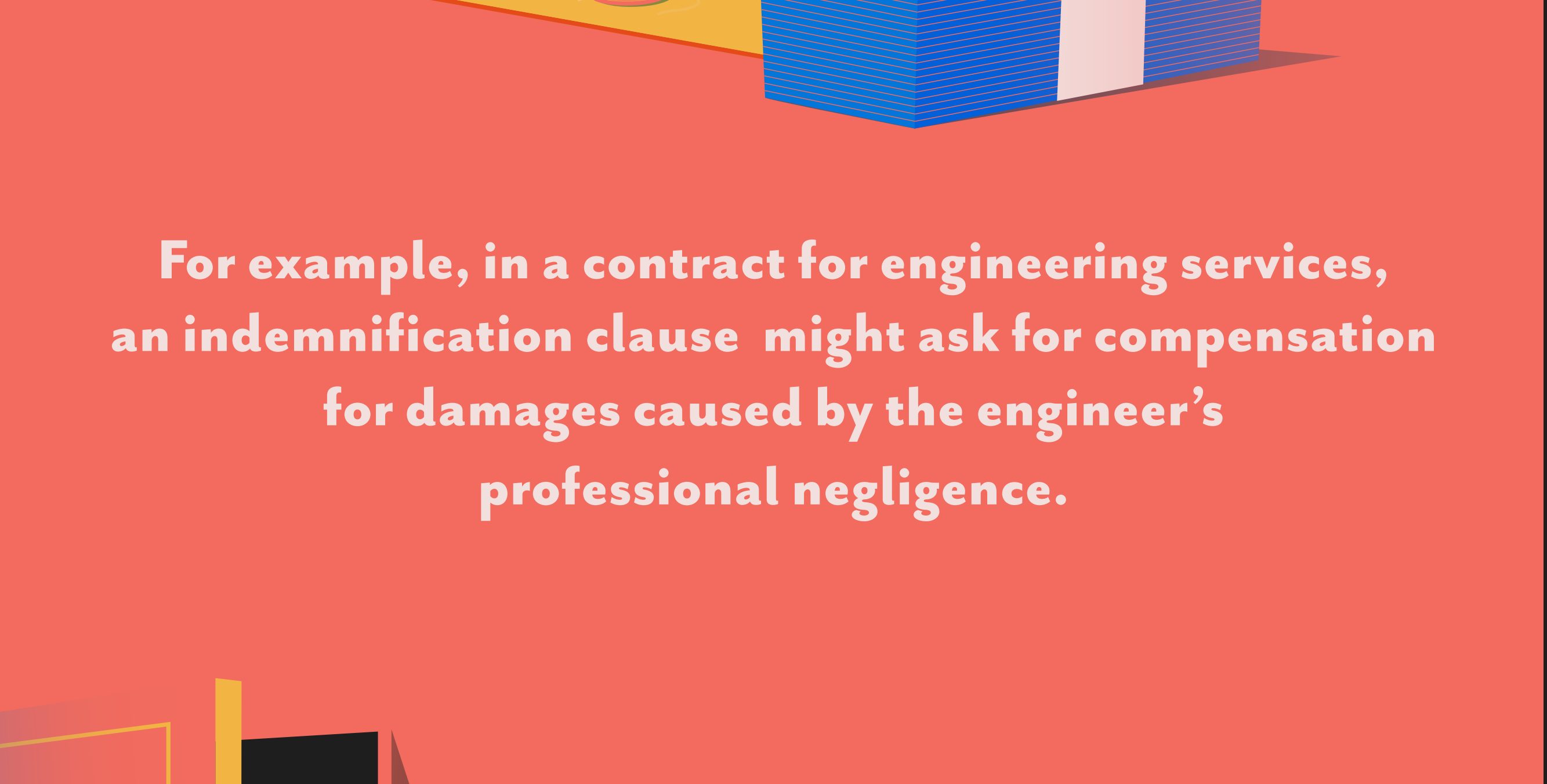




“Indemnify” simply means to compensate for a loss.



For example, in a contract for engineering services, an indemnification clause might ask for compensation for damages caused by the engineer’s professional negligence.



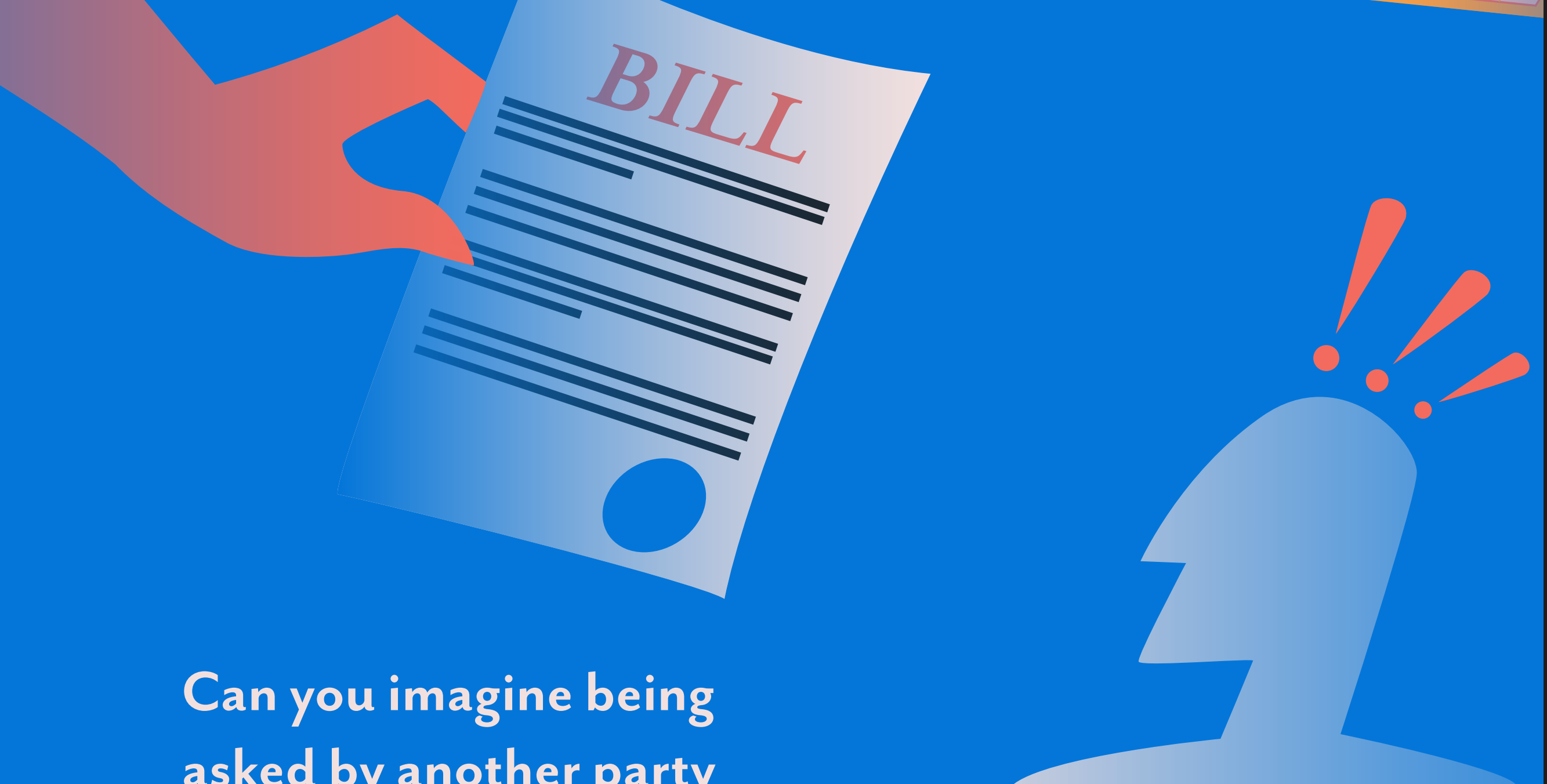
The problem is that the **INDEMNIFICATION CLAUSE**

could open the door to much broader and more dangerous financial risk.

Unreasonable indemnification clauses may ask engineers to take financial responsibility for **ANY** of their actions whether negligent or not,



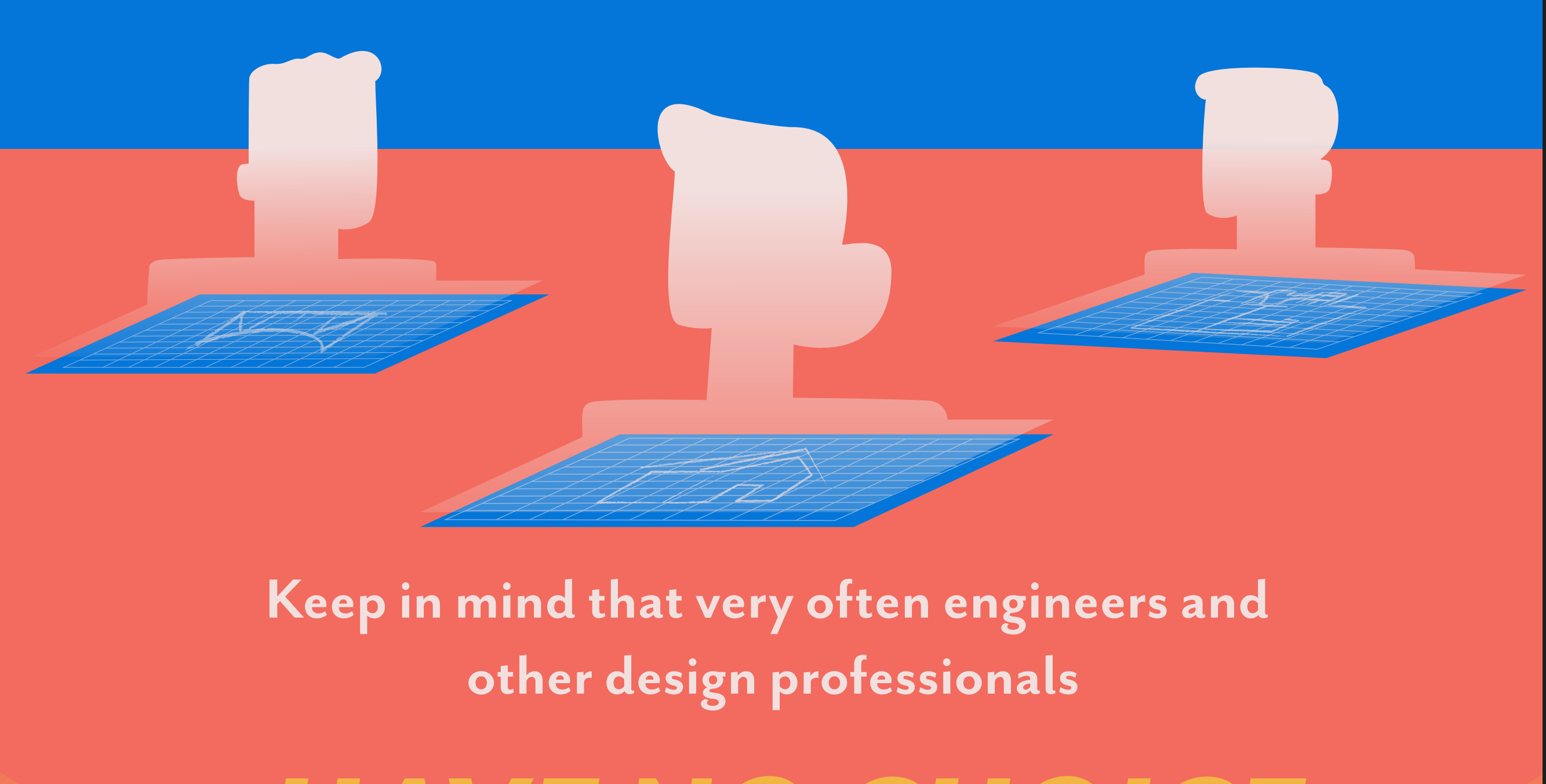
or even for damages caused by **OTHER PARTIES.**



Can you imagine being asked by another party to pay for the damages **THEY CAUSED?**

This is called **BROAD-FORM INDEMNIFICATION**

It’s unfair, and it should not be allowed in **ANY** design professional contracts.

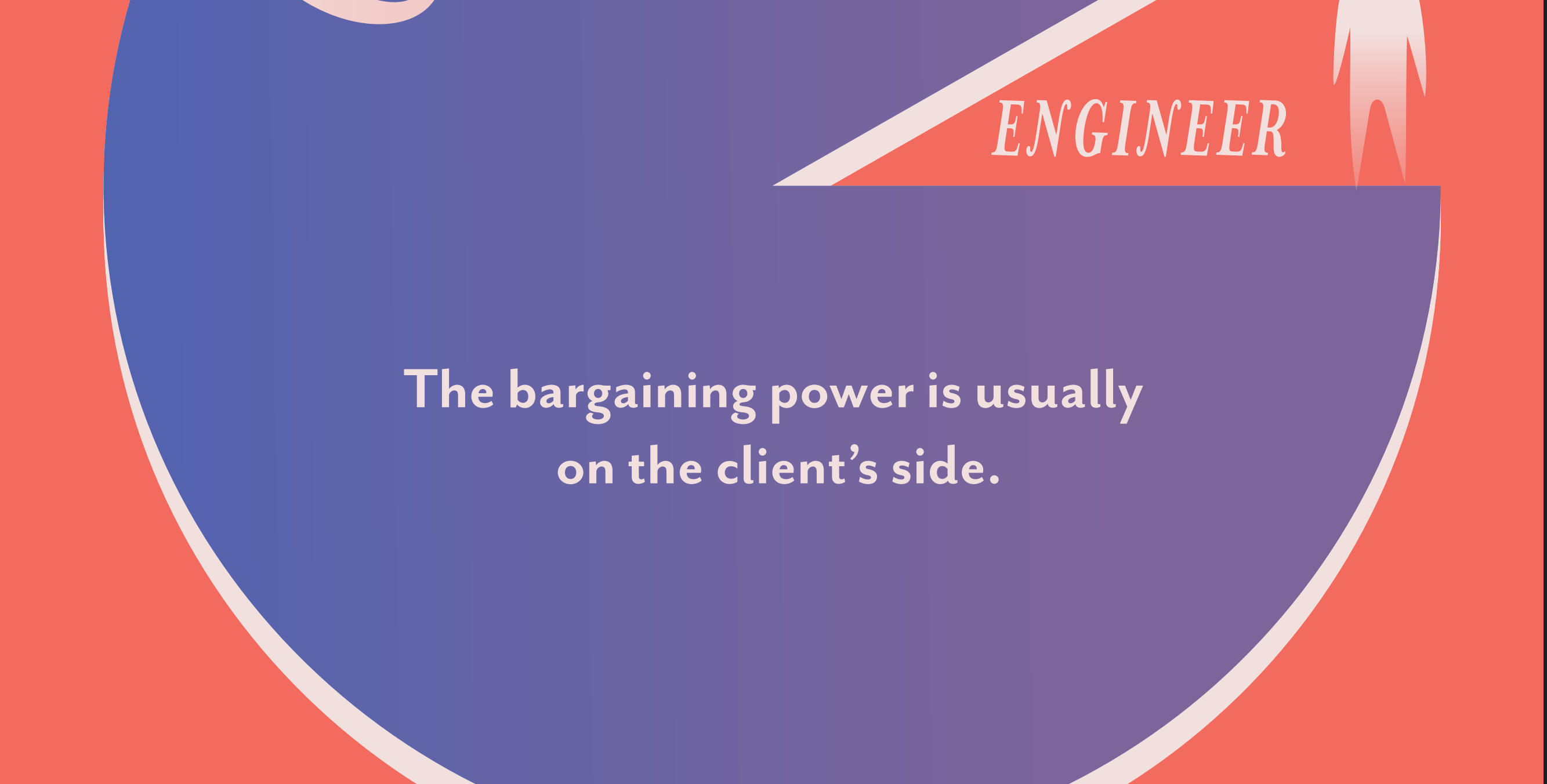


Keep in mind that very often engineers and other design professionals

HAVE NO CHOICE



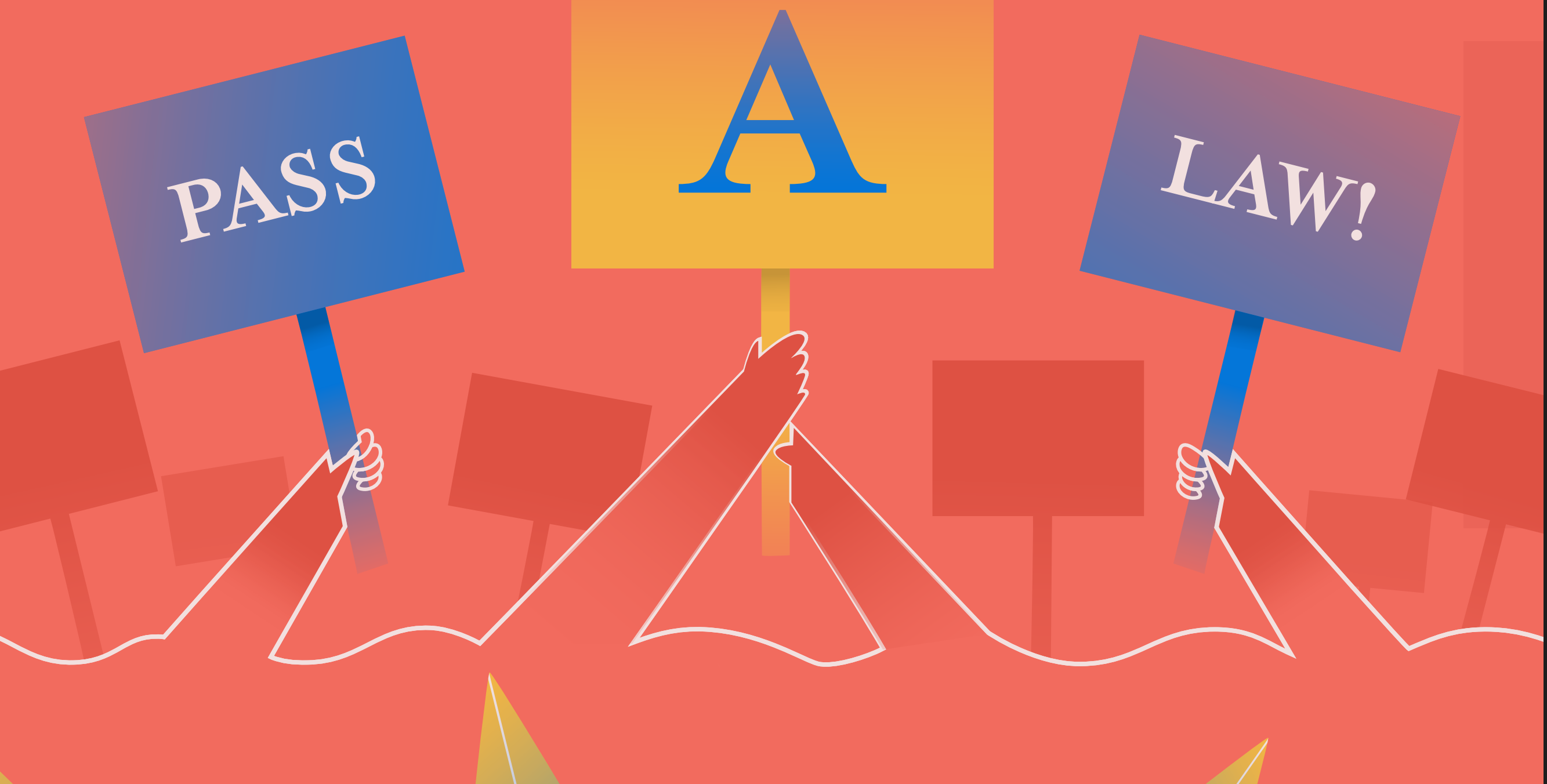
but to accept unfair indemnification provisions



The bargaining power is usually on the client’s side.



The **ONLY WAY** to protect all design professionals from this financially devastating risk is to do what a number of states have done already:



So we urge you to share this message with your state legislators and encourage them to



MAKE BROAD-FORM INDEMNIFICATION VOID & UNENFORCEABLE

in your state.



It’s good public policy and the right thing to do.