
BILL REQUEST - CODE REVISER'S OFFICE

BILL REQ. #: S-4534.2/10 2nd draft

ATTY/TYPIST: KT:lel

BRIEF DESCRIPTION: Limiting indemnification agreements involving design professionals.

1 AN ACT Relating to indemnification agreements involving design
2 professionals; and amending RCW 4.24.115.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 4.24.115 and 1986 c 305 s 601 are each amended to read
5 as follows:

6 (1) A covenant, promise, agreement or understanding in, or in
7 connection with or collateral to, a contract or agreement relative to
8 the construction, alteration, repair, addition to, subtraction from,
9 improvement to, or maintenance of, any building, highway, road,
10 railroad, excavation, or other structure, project, development, or
11 improvement attached to real estate, including moving and demolition in
12 connection therewith, purporting to indemnify against liability for
13 damages arising out of bodily injury to persons or damage to property:

14 ~~((1))~~ (a) Caused by or resulting from the sole negligence of the
15 indemnitee, his or her agents or employees is against public policy and
16 is void and unenforceable;

17 ~~((2))~~ (b) Caused by or resulting from the concurrent negligence
18 of ~~((a))~~ (i) the indemnitee or the indemnitee's agents or employees,
19 and ~~((b))~~ (ii) the indemnitor or the indemnitor's agents or

1 employees, is valid and enforceable only to the extent of the
2 indemnitor's negligence and only if the agreement specifically and
3 expressly provides therefor, and may waive the indemnitor's immunity
4 under industrial insurance, Title 51 RCW, only if the agreement
5 specifically and expressly provides therefor and the waiver was
6 mutually negotiated by the parties. This subsection applies to
7 agreements entered into after June 11, 1986.

8 (2) A covenant, promise, agreement or understanding in, or in
9 connection with or collateral to, a contract or agreement with an
10 agency, as defined in RCW 39.80.020, for architect, landscape
11 architect, engineering, or land surveying services, purporting to
12 indemnify, including the cost to defend, the public agency by the
13 architect, landscape architect, engineer, or land surveyor against
14 liability for claims against the public agency, are unenforceable,
15 except for claims that arise out of, pertain to, or relate to the
16 negligence, recklessness, or willful misconduct of the architect,
17 landscape architect, engineer, or land surveyor. This section shall
18 not be waived or modified by contractual agreement, act, or omission of
19 the parties. Contractual provisions, clauses, covenants, or agreements
20 not expressly prohibited herein are reserved to the agreement of the
21 parties.

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