

INDEMNIFICATION AND INSURANCE AGREEMENT  
900 NORTH KLEIN

\_\_\_\_\_, 202\_\_

Oklahoma City Public Schools  
P.O. Box 36609  
Oklahoma City, OK 73136  
Attn: Sean McDaniel, Superintendent

\_\_\_\_\_ (hereinafter called "Indemnitor"), with respect to that certain real property located at 900 N. Klein Avenue, in Oklahoma City, Oklahoma ("Property") currently owned by Oklahoma City Public Schools ("OKCPS"):

[check one:]

- ☐ has been hired by the Oklahoma City Redevelopment Authority, a public trust ("OCRA") to perform certain inspections and testing of the Property; or
- ☐ has expressed interest in responding to an RFP issued by OCRA with respect to the Property and desires to participate in a site tour or inspection of the Property prior to submitting a response to the RFP;

both of the above pursuant to that certain Agreement for Joint Redevelopment between OKCPS and OCRA dated 9/20/23. As a condition to Indemnitor's visiting the Property ("Site Visit"), and intending to be legally bound, Indemnitor agrees as follows:

1. Indemnitor represents to OKCPS and OCRA that Indemnitor has been provided a copy of and has read or watched, in their entirety: (a) that certain Assessment Report on the Property dated August 2, 2023, written by OKCPS Director of Safety, Ian Wolfe; and (b) that certain video provided by OKCPS that provides an overview of the existing building conditions on the Property. Based on review of the foregoing materials, Indemnitor further represents that Indemnitor understands the conditions that will be encountered upon any Site Visit.

2. Indemnitor's performance of any Site Visit shall be at Indemnitor's own risk. Indemnitor shall exercise due care and prudence in performing any Site Visit, including but not limited to complying with all any requirements from OKCPS Director of Safety, Ian Wolfe.

3. By entering the Property, Indemnitor understands he/she may be exposed to friable asbestos, PCB, LBP, and mold. Indemnitor agrees that OKCPS, its employees, board members, and agents shall not be held legally responsible for any harm or injury which may befall myself arising out of any purported asbestos, PCB, LBP, and mold exposure or any other hazards which may be encountered during the Site Visit, and Indemnitor assumes all of the risk which may arise out of or in connection with the Site Visit.

4. Indemnitor shall indemnify, defend, and hold harmless OKCPS, its officers, directors, employees, and agents, and OCRA, its officers, directors, employees, and agents, from and against any and all damages, liabilities, expenses, costs, or liens of any kind whatsoever asserted against the Property, OKCPS, or OCRA arising out of or related to any Site Visit by Indemnitor, its contractors, employees, agents or other persons retained by or acting on behalf of Indemnitor, excluding any damages, liabilities, expenses, costs or liens arising out of or relating to the intentional acts or gross negligence of OKCPS or OCRA or either entity's agents, employees, or contractors.

5. Indemnitor waives and releases any claims or losses he/she/it may have now or later against OKCPS, its officers, directors, employees, and agents, and OCRA, its officers, directors, employees, and agents, from and against any and all damages, liabilities, expenses, costs, or liens of any kind whatsoever asserted against the Property, OKCPS, or OCRA arising out of or related to any Site Visit by Indemnitor, its contractors, employees, agents or other persons retained by or acting on behalf of Indemnitor even though the nature, extent, and seriousness of such claims are currently unknown.

6. Neither Indemnitor nor any person, subcontractor, employee, or agent retained by or acting on behalf of Indemnitor shall enter upon the Property to perform any Site Visit or tests or for any purpose whatsoever, unless and until OKCPS and OCRA have been furnished with a certificate of general public liability insurance insuring both OKCPS and OCRA against any loss or liability arising from the activities to be conducted by Indemnitor or such other person, corporation or entity acting for or on behalf of Indemnitor as authorized hereunder. Said liability insurance shall be written on an occurrence basis, to name both OKCPS and OCRA as additional insureds, and to be in an amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Such insurance limits shall not constitute the limit of liability of Indemnitor under this Agreement.

7. Indemnitor shall require any person, subcontractor, employee, or agent retained by or acting on behalf of Indemnitor to execute an agreement in the same form as this Indemnification and Insurance Agreement.

The foregoing terms of this Indemnification and Insurance Agreement are agreed to and executed this \_\_\_\_ day of \_\_\_\_\_, 202\_.

Indemnitor:

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