

BALTIMORE COUNTY DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

THIRD PARTY COMMERCIAL PROJECT PLAN REVIEW PROGRAM

ACKNOWLEDGEMENT AND INDEMNIFICATION

1. **Acknowledgement.** This Acknowledgement and Indemnification is executed by the undersigned, an approved Third Party Plan Reviewer (“Third Party”), to perform plan review services for commercial construction projects in Baltimore County. The Third Party acknowledges receiving a copy of Baltimore County’s Third Party Plans Review Policy for Commercial Projects (“Policy”), and understands that it contains important information regarding expectations, responsibilities and obligations of a Third Party participating in the Third Party Commercial Project Plan Review Program (“Program”). The Third Party agrees to abide by and conform to the rules, policies, and procedures set forth in the Policy and acknowledges that if the Third Party fails to do so, it may be removed from the Program.
2. **Indemnification.** The third party plans reviewer agrees to protect, defend, indemnify and hold the County and elected officials, officials, officers, employees, and agents free and harmless from and against any and all losses, penalties, injuries, liabilities, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the performance of any work pursuant to this agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The third party plans reviewer further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
3. **Insurance.** Third party plan reviewers or a firm employing plan reviewers shall obtain and maintain errors and omissions coverage for each occurrence in the amount of \$1,000,000, with Baltimore County listed as additional insured. This requirement is not interpreted to mean that an errors and omissions policy is required for each project under review.
4. **No Employment Relationship.** The Third Party shall contract directly with the building permit applicant for performances of plans examination services on terms agreed to by the parties. The third party plan shall not be deemed an officer, agent, employee or subcontractor of Baltimore County. Baltimore County shall have no liability to any Third Party, including but not limited to liability for payment for services.

THIRD PARTY

By: _____

Printed name: _____

Title: _____

Date: _____

APPROVED:

Donald E. Brand, Building Engineer

Date: _____