

**Required Form**

**INDEMNIFICATION**

**(This form is Part of the Bid)**

The CONTRACTOR will indemnify and hold harmless the OWNER and the COUNTY OF Horry and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the CONTRACTOR, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or COUNTY OF Horry or any of their agents or employees by an employee of the CONTRACTOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the workman's compensation acts, disability benefit acts, or other employee benefit acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the COUNTY OF Horry or its agents or employees arising out of the reports, survey, CHANGE ORDERS, designs, or SPECIFICATIONS.

CONTRACTOR \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_