



DPS

Montgomery County
Department of Permitting Services



APPENDIX B INDEMNIFICATION AND ACKNOWLEDGEMENT BY PEER REVIEWER

This indemnification and acknowledgement is executed by the undersigned as consideration for certification as a Peer Reviewer (PR) to perform plan review services for construction projects in Montgomery County pursuant to the terms contained in the Peer Review Program Manual and applies to all Peer Reviewers who obtain their certification with the County. The undersigned acknowledges that this document will remain on file with the County and will apply to all projects for which the undersigned is retained by a third party (owners and developers) to perform plan review services.

- 1. Indemnification:** The undersigned PR does hereby covenant and agree to waive all claims, release, indemnify, defend, and hold harmless the County and any and all of its officials, officers, agents, and employees in both their public and private capacities from any and all liability, claims, suits, demands, judgments or causes of action including all expenses of litigation and/or settlement that may arise by reason of injury, death, property damage or debt of any person, or for loss of, damage to, or loss of use of any property resulting from the undersigned's negligent, grossly negligent and/or intentional or unintentional acts or omissions or the negligent, grossly negligent and/or intentional or unintentional acts or omissions of the undersigned's employees, agents or subcontractors relating to the performance of plan review services for construction projects in Montgomery County. This indemnification is applicable to the extent that the PR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the PR and the County. Neither the County nor the PR shall be obligated to indemnify the other party in any manner whatsoever for the other party's own sole and partial negligence.

- 2. Not Employee or Subcontractor of County:** The undersigned acknowledges that they will contract directly with the owner or developer for performance of plan review services on terms approved by the parties. The undersigned and the officers, agents, employees and subcontractors of the undersigned shall not be deemed officers, agents, employees or subcontractors of the County. The County shall have no liability to the undersigned or to any person retained by the undersigned, including but not limited to, liability for payment for services.

Peer Reviewer Name _____

Date _____

Title _____

Signature _____