

CONTRACTOR FORMS

**JAMES R. FAVOR & COMPANY, LLC MODEL
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT**

CONDITION OF CHAPTER FACILITY
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT
(CONTRACTOR IN CHAPTER FACILITY)

[insert legal name of Contractor] (“**Contractor**”), having been engaged to work on the residence located at [insert address here] (the “**Chapter Facility**”), hereby agrees with [insert legal name of the House Corporation here] (the “**House Corporation**”) that none of:

(A) [insert legal name of general fraternity here] (the “**Fraternity**”);
(B) the House Corporation;
(C) [insert name of Chapter here] (the “**Chapter**”); nor
(D) any officer, director, member, or employee of any of the Fraternity, the House Corporation, or the Chapter (together the “**Released Parties**”) will be liable to Contractor for, and Contractor expressly assumes the risk of and waives any and all claims Contractor may have against any Released Party with respect to:

- (i) any and all damage to property or injury to persons in, upon, or about the Chapter Facility or associated premises, caused by, arising out of, or in any way resulting from any act, error, or omission (except for the reckless or intentional conduct of Released Party);
- (ii) any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from a condition in, upon, or about the Chapter Facility or associated premises due to:
 - a. unsanitary conditions in, upon, or about the Chapter Facility or associated premises, regardless of cause or origin;
 - b. the presence of substances which are or may become hazardous;
 - c. the presence of any virus, bacterium, communicable disease, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus or any mutation thereof, whether such condition is the result of an act, error, or omission of a Released Party, negligent or otherwise;
 - d. any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water, or rain which may leak from: (1) any part of the Chapter Facility or associated premises; (2) the pipes, appliances, or plumbing works in the Chapter Facility or associated premises; or (3) the roof, street, or subsurface or from any other place, or resulting from dampness;
- (iii) any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from an act, error, or omission of other persons in, upon, or about the Chapter Facility or associated premises, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
- (iv) any damage to property entrusted to employees or independent contractors of any Released Party; and
- (v) any loss of or damage to property by theft or any other cause.

Contractor agrees that Contractor will obey all instructions, directives, and orders of all local, state, province, and federal governments, including all agencies thereof, concerning any

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virus, bacterium, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus.

Contractor shall defend, indemnify, and hold harmless all Released Parties from any claim brought against any Released Party for any claim arising out of or in any way related to those circumstances waived by Contractor pursuant to this Agreement, whether such claim is brought by Contractor, on behalf of Contractor, or by third parties.

Contractor agrees to obtain and deliver to House Corporation a fully executed Exhibit A for each employee or subcontractor who will be working on the Chapter House prior to that individual beginning work on the Chapter House.

Contractor's waiver, duty to defend, indemnify, and hold harmless Released Parties shall apply to any act, error, or omission occurring at any time during the entire time that Contractor is working on the Chapter Facility and shall survive the termination of the Contractor's work on Chapter Facility in the event a claim is made after the Contractor is no longer working on the Chapter Facility.

CONTRACTOR

Print name: _____

Date: _____

Accepted this _____ day of _____, _____

[insert legal name of the House Corporation here]

Print name: _____

Print title: _____

Date: _____

Exhibit A
CONDITION OF CHAPTER HOUSE
ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT
(EMPLOYEE OF CONTRACTOR IN CHAPTER HOUSE)

[insert legal name of employee of contractor] (“**Employee of Contractor**”), as a material part of the permission granted to [insert contractor legal name] (the “**Contractor**”) to work on the improvements located at [insert address here] (the “**Chapter Facility**”), hereby agrees with [insert legal name of the House Corporation here] (the “**House Corporation**”) that none of:

(C) [insert legal name of general fraternity here] (the “**Fraternity**”);
(D) the House Corporation;
(C) [insert name of Chapter here] (the “**Chapter**”); nor
(D) any officer, director, member, or employee of any of the Fraternity, the House Corporation, or the Chapter (together the “**Released Parties**”) will be liable to Employee of Contractor for, and Employee of Contractor expressly assumes the risk of and waives any and all claims Employee of Contractor may have against any Released Party with respect to:

- (i) any and all damage to property or injury to persons in, upon, or about the Chapter Facility or associated premises, caused by, arising out of, or in any way resulting from any act, error, or omission (except for the reckless or intentional conduct of Released Party);
- (ii) any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from a condition in, upon, or about the Chapter Facility or associated premises due to:
 - a. unsanitary conditions in, upon, or about the Chapter Facility or associated premises, regardless of cause or origin;
 - b. the presence of substances which are or may become hazardous;
 - c. the presence of any virus, bacterium, communicable disease, parasite or other organism or any variation thereof, including, without limitation, the COVID-19 virus or any mutation thereof, whether such condition is the result of an act, error, or omission of a Released Party, negligent or otherwise;
 - d. any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water, or rain which may leak from: (1) any part of the Chapter Facility or associated premises; (2) the pipes, appliances, or plumbing works in the Chapter Facility or associated premises; or (3) the roof, street, or subsurface or from any other place, or resulting from dampness;
- (iii) any and all damage to property or injury to persons caused by, arising out of, or in any way resulting from an act, error, or omission of other persons in, upon, or about the Chapter Facility or associated premises, or which damage or injury is caused by, arises out of, or results from by quasi-public work;
- (iv) any damage to property entrusted to employees or independent Employee of Contractors of any Released Party; and
- (v) any loss of or damage to property by theft or any other cause.

Employee of Contractor agrees that Employee of Contractor will obey all instructions, directives, and orders of all local, state, province, and federal governments, including all

agencies thereof, concerning any virus, bacterium, parasite, or other organism or any variation thereof, including, without limitation, the COVID-19 virus.

Employee of Contractor shall defend, indemnify, and hold harmless all Released Parties from any claim brought against any Released Party for any claim arising out of or in any way related to those circumstances waived by Employee of Contractor pursuant to this Agreement, whether such claim is brought by Employee of Contractor, on behalf of Employee of Contractor, or by third parties.

Employee of Contractor's waiver, duty to defend, indemnify, and hold harmless Released Parties shall apply to any act, error, or omission occurring at any time during the entire time that Employee of Contractor is working on the Chapter Facility and shall survive the termination of the Employee of Contractor's work on Chapter Facility in the event a claim is made after the Employee of Contractor is no longer working on the Chapter Facility.

EMPLOYEE OF CONTRACTOR

Print name: _____

Date: _____

Accepted this _____ day of _____, _____

[insert legal name of the House Corporation here]

Print name: _____

Print title: _____

Date: _____