

Addendum A

***INDEMNIFICATION ADDENDUM**

LESSEE is a political subdivision of the State of Florida in that it is owned and governed by the School Board of Clay County, Florida. Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the LESSEE/School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive LESSEE/School Board's sovereign immunity, or to require LESSEE/School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of LESSEE/School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the LESSEE/School Board of Clay County, Florida, indemnify, defend and hold harmless the LESSEE/School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the LESSEE/School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the LESSEE/School Board of Clay County, Florida, for any negligence on the part of the LESSEE/School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

***INSURANCE ADDENDUM**

LESSEE is a political subdivision of the State of Florida and is self insured up to the limits on its liability as set forth in Florida Statute 768.28. Accordingly, notwithstanding anything in this contract to the contrary, LESSEE is exempt from carrying additional insurance.