



EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

OFFEROR SHALL INDEMNIFY, DEFEND, AND HOLD THE JACKSONVILLE HOUSING AUTHORITY AND THEIR OFFICERS, AGENTS AND EMPLOYEES (THE “INDEMNIFIED PERSONS”) HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING ATTORNEY FEES AND EXPENSES, RESULTING FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS’ OR CONTRACTOR’S EMPLOYEES), FOR PERSONAL INJURY, DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR’S PERFORMANCE HEREUNDER.

OFFEROR SHALL BE RESPONSIBLE FOR ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND EQUIPMENT UTILIZED IN THE PERFORMANCE OF CONTRACTORS SERVICES HEREUNDER.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, OFFEROR INDEMNIFICATION OF THE INDEMNIFIED PERSONS IS LIMITED TO \$1,000,000 PER OCCURRENCE.

THE JACKSONVILLE HOUSING AUTHORITY SHALL NOTIFY OFFEROR OF ANY CLAIM THE JACKSONVILLE HOUSING AUTHORITY RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY OFFEROR HEREUNDER WITHIN FIFTEEN (15) DAYS OF THE JACKSONVILLE HOUSING AUTHORITY’S RECEIPT OF NOTICE OF SUCH CLAIM, AND SHALL PROMPTLY DELIVER TO CONTRACTOR THE ORIGINAL OR A TRUE COPY OF ANY SUMMONS OR OTHER PROCESS, PLEADING, OR NOTICE ISSUED OR SERVED IN ANY SUIT OR OTHER PROCEEDING TO ASSERT OR ENFORCE ANY SUCH CLAIM. IF THE AUTHORITY OR ANY OF THE INDEMNIFIED PERSONS DO NOT PROVIDE THIS NOTICE WITHIN THE FIFTEEN (15) DAY PERIOD, IT DOES NOT WAIVE ANY RIGHT TO INDEMNIFICATION EXCEPT TO THE EXTENT THAT OFFEROR IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.

FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, OFFEROR SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO THE AUTHORITY.

OFFEROR SHALL CONTROL THE DEFENSE AND ANY NEGOTIATIONS TO SETTLE THE CLAIM, BUT THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, IF THEY SEE FIT, TO PARTICIPATE IN SUCH DEFENSE AT THEIR OWN EXPENSE. OFFEROR SHALL HAVE THE POWER TO SETTLE THE CLAIM WITHOUT THE CONSENT OR AGREEMENT



OF THE AUTHORITY UNLESS THE SETTLEMENT WOULD (I) RESULT IN INJUNCTIVE RELIEF OR OTHER EQUITABLE REMEDIES OR OTHERWISE REQUIRE THE INDEMNIFIED PERSONS TO COMPLY WITH RESTRICTIONS OR LIMITATIONS THAT WOULD ADVERSELY AFFECT THE INDEMNIFIED PERSONS, (II) REQUIRE THE INDEMNIFIED PERSONS TO PAY AMOUNTS THAT OFFEROR DOES NOT FUND IN FULL, (III) NOT RESULT IN THE INDEMNIFIED PERSONS' FULL AND COMPLETE RELEASE FROM ALL LIABILITY TO THE CLAIMANTS OR OTHER PARTIES THAT ARE PARTIES TO OR ARE OTHERWISE BOUND BY THE SETTLEMENT OR (IV) ESTABLISH A PRECEDENT(S) WHICH THE INDEMNIFIED PERSONS, IN THEIR SOLE DISCRETION INDIVIDUALLY OR IN THEIR COLLECTIVE DISCRETION AS A GROUP, DETERMINES IS NOT IN THE BEST INTEREST OF THE INDEMNIFIED PERSONS.

IF OFFEROR NOTIFIES THE JACKSONVILLE HOUSING AUTHORITY IN WRITING WITHIN TEN (10) DAYS AFTER RECEIPT OF THE JACKSONVILLE HOUSING AUTHORITY'S WRITTEN NOTICE OF A CLAIM AND REQUEST FOR INDEMNIFICATION THAT IT ELECTS NOT TO DEFEND THE CLAIM, THE JACKSONVILLE HOUSING AUTHORITY OR ANY OF THE INDEMNIFIED PERSONS SHALL ASSUME AND CONTROL THE DEFENSE AND ALL DEFENSE EXPENSES SHALL CONSTITUTE AN INDEMNIFICATION LOSS.