

# AMERICAN INSTITUTE OF STEEL CONSTRUCTION

130 E. Randolph Street, Suite 2000, Chicago, IL 60601  
www.aisc.org



## Reciprocal Indemnity Agreement

This Reciprocal Indemnity Agreement is made and entered into this day the \_\_\_\_ of \_\_\_\_, 20\_\_ by and between  
\_\_\_\_ ("the Company")  
\_\_\_\_ (address),

the American Institute of Steel Construction, LLC, 130 E. Randolph St. Suite 2000, Chicago, Illinois, 60601, for itself and as agent for its officers, agents, directors, employees, attorneys, sponsors, advisors, auditors, volunteers, committee members, independent contractors, and assigns (collectively "AISC"), and Quality Management Company, LLC, ("QMC").

### Recital

WHEREAS, AISC has established certain programs for certification for steel fabricators, erectors, and other; and,

WHEREAS, this program provides value to the Company and the Company desires to participate in the AISC Erector certification program and to take advantage of the benefits thereof;

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the Parties hereby agree as follows:

- 1. Indemnification by Company.** The Company agrees to indemnify and hold harmless AISC, QMC, and any independent contractor retained by AISC or QMC for auditing or other purposes, from and against any and all losses, damages, injuries, causes of action, claims, demands (whether based upon tort, contract, infringement of intellectual property or otherwise), and expenses (including legal fees and related expenses), of whatsoever kind and nature arising out of or on account of, or resulting from, any actual or alleged intentional or negligent act committed by the Company in connection with or in any way related to the Company's application for certification, the certification process as related to the Company, and/or any certification issued to the Company.
- 2. Indemnification by AISC.** AISC agrees to indemnify and hold harmless the Company, and its respective successors, affiliates, and assigns, from and against any and all losses, damages, injuries, causes of action, claims, demands (whether based upon tort, contract, infringement of intellectual property or otherwise), and expenses (including legal fees and related expenses), of whatsoever kind and nature arising out of or on account of, or resulting from, any actual or alleged intentional or negligent act committed by AISC or QMC or any independent contractor retained by AISC or QMC for auditing or other purposes, in connection with or in any way related to any site audit of an applicant's erection project conducted by said entities or individuals as part of the certification process.
- 3. Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense to the extent of its own negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, each Party shall be responsible for its own costs, damages, or expenses associated with Workers Compensation claims filed by its employees.**
- 4. Notice.** The Company agrees to give AISC notice within ten days of any claim made against the Company in connection with any project audited by AISC as part of the certification process.
- 5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which an action is brought that triggers application of this indemnification agreement.

THE "COMPANY"

A \_ Corporation \_ Partnership \_ Limited Liability Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LLC

By: Mark Strimble

Title: Vice President of Certification

QUALITY MANAGEMENT COMPANY, LLC

By: Angela Carter

Title: General Manager