



INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is hereby included and made a part of Modular Space Corporation d/b/a ModSpace ("ModSpace") quotation to and any subsequent award by Yamhill County ("Customer") to perform work at 614 NE Davis. In the event of conflict, the terms and conditions contained herein shall supersede those contained in any notice to proceed or subsequent contract ("Agreement").

Customer has requested ModSpace to perform certain work related to the installation of modular buildings ("Equipment"). ModSpace is solely relying on Customer's knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, tornadoes and flooding. ModSpace recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event Customer declines ModSpace's installation of anchors, ModSpace will comply with Customer's refusal based on and in express and sole reliance on the representations and other terms and conditions set forth herein.

Customer acknowledges that ModSpace has not done and is not expected to perform any analysis, due diligence or investigation related to the appropriateness, installation or use of anchors, anchor straps or other anchoring products. MODSPACE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, AND SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, DUE TO CUSTOMER'S REFUSAL TO HAVE ANCHORS, ANCHOR STRAPS, OR OTHER ANCHORING PRODUCTS INSTALLED AT THE SITE OR ATTACHED TO THE EQUIPMENT.

Customer agrees to indemnify, defend and hold ModSpace harmless from and against any and all loss, cost, expense, damage, penalty, obligation or liability whatsoever including, but not limited to, attorney's fees (collectively "Losses") arising from or claimed to be in connection with Customer's refusal to have anchors, anchor straps or other anchoring products installed at the site or attached to the Equipment. This indemnity shall survive the termination of the Agreement.

Company Name: Yamhill County
Authorized Signature: [Signature] Date: 9/20/18
Name & Title: Mary Starrett, Chair, Board of Commissioners / Laura Tschabold, County Administrator

Modular Space Corporation
Authorized Signature: [Signature] Date: 9/21/18
Name & Title: Jason Jegan TSM

Accepted by Yamhill County Board of Commissioners on 9/20/18 by B Page 9 Order # 18-335