

Variation 1: Limited Liability CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees, and volunteers) from and against: A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONSULTANT'S negligence, recklessness, or willful misconduct under the terms of this Agreement, up to a maximum limit of [insert specific amount or percentage of the contract value]. Such indemnification includes any damage to the person(s) or property(ies) of CONSULTANT and third persons. B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees, and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

Variation 2: Enhanced Liability for Gross Negligence or Willful Misconduct CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees, and volunteers) from and against: A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONSULTANT'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s) or property(ies) of CONSULTANT and third persons. B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees, and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding). Notwithstanding the foregoing, CONSULTANT's indemnification obligations for claims arising out of its gross negligence or willful misconduct shall be unlimited.

Variation 3: No Liability for Indirect or Consequential Damages CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees, and volunteers) from and against: A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONSULTANT'S negligence, recklessness, or willful misconduct under the terms of this Agreement, excluding any claims for indirect or consequential damages. Such indemnification includes any damage to the person(s) or property(ies) of CONSULTANT and third

persons. B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees, and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding).