

**CONTRACTOR PROVISION FOR
DUTY TO DEFEND BY SUBCONTRACTOR
(CONTRACTOR SELECTS ATTORNEY)**

1. (With this provision, the Contractor gets to select the lawyer(s) and/or law firms and the Subcontractor or its General Liability Insurance Carrier has to pay for them.)

Subcontractor strictly and expressly agrees that, at its sole cost and expense, it shall promptly assume and provide for the defense of Contractor or the Owner or both and their employees, agents, representatives, and servants and Subcontractor shall fully and completely defend Contractor or the Owner or both, and their employees, agents, representatives, and servants from all claims, counterclaims, demands, actions, lawsuits, damages, or liabilities of any kind in any way, whether direct or indirect, associated with or related to Subcontractor's subcontract, its Project work, or any acts or omissions committed by it in connection with the Project referenced herein in any arbitration, legal, equitable, administrative, or other proceedings. In particular, the provisions herein absolutely and unequivocally mean and require that Subcontractor shall specifically and strictly pay for and pay directly to any and all necessary or required attorneys, consultants, support personnel and services, and like kind assistance selected by Contractor or the Owner or both and their employees, agents, representatives, and servants to furnish and provide any and all legal and related services required or necessary to and for any and all legal and related defenses for their joint or individual benefit.