COVID-19 LIABILITY CLAUSE FOR CITY CONTRACTS

WITH CONTRACTORS/CONSULTANTS

1. **COVID-19 LIABILITY:**
   1. Contractor/Consultant and its employees, agents, volunteers and subcontractors agree to comply with the City’s, Baltimore City Health Department’s, State of Maryland’s and Centers for Disease Control and Prevention’s guidance as it relates to the 2019 novel coronavirus disease and its variants (collectively, “COVID-19”), including precautions and measures, while providing services under this Agreement and/or being on City premises. CONTRACTOR/CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM FROM THE CONTRACTOR/CONSULTANT AND/OR ITS EMPLOYEES, AGENTS, VOLUNTEERS, SUBCONTRACTORS, OR THIRD PARTIES RELATED TO BEING EXPOSED TO OR CONTRACTING COVID-19 WHILE ON CITY PREMISES OR WHILE PROVIDING SERVICES UNDER THIS AGREEMENT.