

Interpreting Indemnity Provisions in Construction Contracts

Liability in the construction process is usually determined and allocated by contract, explains **a post** on the website of Faegre Baker Daniels LLP.

“It is quite common for construction contracts to contain indemnity provisions requiring one party to defend and reimburse the other against various expenses or losses. When contracts include express indemnity provisions, they will likely receive more attention, and be the subject of more negotiations between counsel, than any other provisions. Yet, if pressed to state what it means to ‘indemnify’ or ‘hold harmless,’ many are at a loss,” according to the firm.

The post discusses strict construction, express negligence, and the liberal or fair construction rule.

Read the article.