

## APPENDIX A

### ***Termination Letter***

*(from OAA member to client)*

1. When confirming termination of your services, include:

**I will not be liable for:**

1. Any discrepancy, error, or omission that may exist in my work to the date of my termination which I am now unable to remedy or cause to be corrected.
  2. The failure of the contractor to complete any work that was being done to remedy or correct any discrepancy, error, or omission at the time of my termination.
  3. Any actions taken by consultants subsequent to my termination that result in any alteration or change in the work.
  4. Any failure of the contractor or sub-contractors to carry out the work in accordance with the contract documents or any misinterpretation of the requirements of the contract documents.
2. Do not forget to notify the Building Department that you are no longer the OAA member responsible for general review during construction.
  3. Have client sign your letter back as a condition of termination—better still, obtain “Release and Indemnity.” Recognize that any indemnification is only as good as the client’s financial ability to carry it through.

This is suggested wording only and is not a substitute for involvement of your own legal counsel. You are advised to discuss specific wording and requirements with your own legal counsel.



## APPENDIX B

### RELEASE AND INDEMNITY

(when an OAA practice's services are being terminated)

**WHEREAS** \_\_\_\_\_ (*client*), entered into a written contract dated \_\_\_\_\_ to retain the architectural services of \_\_\_\_\_ (*name of OAA practice*) in connection with a project located at \_\_\_\_\_ (*the "project"*);

**AND WHEREAS** \_\_\_\_\_ (*name of OAA practice*) has prepared certain drawings in connection with the project; specifically Drawings \_\_\_\_\_ (*drawing numbers*) entitled, \_\_\_\_\_, dated \_\_\_\_\_ and last revised \_\_\_\_\_ (*date*) (the "Architectural Drawings");

**AND WHEREAS** the project has not yet been constructed (*or state status*);

**AND WHEREAS** the parties have agreed to terminate the services of \_\_\_\_\_; (*name of OAA practice*);

\_\_\_\_\_ (*name of client*) for good and valuable consideration, the receipt and sufficiency whereof is hereby irrevocably acknowledged, hereby acknowledges and confirms the following:

1. By agreement of the parties, (*name of OAA practice*)'s services in connection with the project terminated as of (*date*); and that (*name of OAA practice*) has provided the Architectural Drawings only in connection with the project and that (*name of OAA practice*) has no obligation to provide any further services to (*name of client*).
2. That (*name of OAA practice*) shall not be responsible for any damages, deficiencies, or claims whatsoever arising from any changes made to (*OAA practice's name*)'s design made either before or during construction of the project, including any changes or deviations resulting from any misinterpretation of the Architectural Drawings.
3. (*Name of client*) hereby undertakes and covenants to indemnify and hold harmless, and agrees to defend, (*name of OAA practice*) in connection with any and all actions, causes of action, claims and demands of every nature or kind whatsoever including any claims by third parties, which may arise, or be made against (*name of OAA practice*) in connection with any changes, deviations, or revisions from the design prepared by (*name of architect*), including changes or deviations resulting from misinterpretation of the Architectural Drawings.
4. This Release and Indemnity enures to the benefit of (*name of OAA practice*), their agents and employees, as well as their respective successors and assigns, and shall be binding on (*name of client*) and their respective successors and assigns.

Dated:

(*to be signed by client*)

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**APPENDIX C**

**AGREEMENT TO SAVE HARMLESS AND INDEMNIFY**

*(when OAA practice is taking over project from another OAA practice)*

*(Client)* hereby agrees to save harmless and indemnify *(OAA practice)*, their heirs, executors, administrators, successors, and assigns against any and all liability arising out of or in respect of any error, omission, default, or negligent act or any other act whatsoever done or permitted by *(former OAA practice)* in the performance of architectural services or the exercise or intended exercise of any duty, act, or deed by *(former OAA practice)* for or on behalf of *(client)*.

*(Client)* hereby agrees to pay all sums which *(OAA practice)* becomes liable to pay whether as damages, interest, costs, fees, expenses, or otherwise as a result of any action, suit, or proceeding that is brought, commenced, or prosecuted against *(OAA practice)* provided such action, suit, or proceeding against *(OAA practice)* arises in whole or in part, out of or is in respect of any alleged errors, omission, default, or negligent act, or any other act whatsoever done or permitted by *(former OAA practice)* in the performance of architectural services or the exercise or intended exercise of any duty, act, or deed by *(former OAA practice)* for or on behalf of *(client)*.

If any action, suit, or proceeding is taken against *(client)* arising out of any error, omission, default, or negligent act or any other act whatsoever done or permitted by *(former OAA practice)* then *(client)* agrees to make no claim against *(OAA practice)* with respect thereto for contribution, indemnity or and other relief.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SIGNED, SEALED, AND DELIVERED

In the Presence of:

)  
)  
)

\_\_\_\_\_  
Witness (Client)

\_\_\_\_\_  
Witness (OAA Member)

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