



PUBLICATIONS

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LIABILITY ASSUMED BY CONTRACT

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At the risk of repeating ourselves, it does seem appropriate to deal with this subject again.


We regularly advise our clients, particularly municipal governments, that it is important to them as a matter of policy, to contract out of potential liability exposures rather than accepting them. Unfortunately, based upon the agreements we are asked to examine and the situations described to us, it seems that other people are constantly attempting to

have you assume *their* liability for *their* negligent acts.

This is particularly important when dealing with professionals such as architects, engineers, lawyers and other consultants who are providing scientific or technical services under the terms of an agreement.

You should constantly guard against assuming liability arising out of the provision of such professional services. Even a broad form liability insurance contract would

not extend to include the liability of such independent professionals

In addition to seeking professional indemnity, some contracts may also look to you to assume the liability of engineers and other technical consultants for claims arising from impairment of the environment. Even if you have purchased environmental liability insurance, it will not include the liability of an independent contractor providing services for you. 

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