the Project and to indemnify and hold harmless the Interior Designer and its principals, employees, agents, and consultants from any claims, damages, losses, demands, lawsuits, causes of action, injuries, or expenses, including reasonable counsel fees, incurred by the Interior Designer arising out of, as a consequence of, or in any way related to the existence of such material on the Project.

Finally, on certain projects where existing air quality issues may pose heightened concerns, designers should request that the owner indemnify them and hold them harmless from liability related to the existence of toxic materials. This is especially important where there are known toxic airborne particles such as asbestos and lead-based paint present on the site.

Realizing that the integrity of a building's health is important, certain practical considerations should be addressed to limit liability for building-related illness and sick-building syndrome. Designers should pay close attention to the specification of materials to be used in the building. Although designers will not usually be responsible for conducting their own testing of materials used on their projects, designers should not specify materials for which the side effects may be unknown. They should also hesitate to use newly developed materials before an established testing program has ensured that there are no health-related effects. When an owner demands a substitution of materials and the designer believes it could potentially cause pollution problems, the designer should require the owner to indemnify it against any claims arising out of such substitution.

AMERICANS WITH DISABILITIES ACT—HOW THE ADA AFFECTS INTERIOR DESIGN PROFESSIONALS

Overview of the ADA

The passage of the Americans with Disabilities Act (ADA) has and will continue to have a significant effect on the design community. The act sets forth requirements with respect to new construction and obligates property owners to modify existing structures to accommodate the disabled. Interior designers performing services on commercial projects will find that their clients will expect assistance in interpreting the provisions of the act which

relate to accessability of places of public accommodation and commercial facilities.

The ADA is the most comprehensive civil rights legislation enacted since Title VII of the Civil Rights Act of 1964. It was designed to protect disabled individuals from discrimination in employment (Title I), public services (Title II), public accommodations (Title III), and telecommunication relay services (Title IV).

Title III of the ADA took effect on January 26, 1992. Despite its many benefits, Title III places serious financial burdens on developers, owners, landlords, and tenants of real property. Many of the requirements under Title III remain unclear, and confusion still exists as to how to comply with these requirements. What is clear, however, is that compliance with the ADA requirements is mandatory and persons with disabilities cannot be charged for the costs incurred in complying with the ADA. It should be noted that construction standards in local jurisdictions are often more rigorous than those in Title III and, therefore, take precedence over ADA requirements. However, where Title III requirements go beyond those contained in the local law, Title III must be complied with.

Title III divides buildings and facilities into two categories: public accommodations and commercial facilities. The Title III requirements apply only to public accommodations. Public accommodations generally fall within one of the following twelve categories:

1. Places of lodging
2. Establishments serving food or drink
3. Places of exhibition or entertainment
4. Places of public gathering
5. Sales or rental establishments
6. Service establishments
7. Stations used for specified public transportation
8. Places of public display or collection
9. Places of recreation