

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this “Agreement”) is dated as of _____, and is by and between _____, with an address of _____ (“Indemnitor”), and _____, with an address of _____ (“Indemnitee”).

RECITALS

WHEREAS, upon the terms and conditions set forth herein, Indemnitor desires to indemnify, defend and hold harmless Indemnitee, and Indemnitee shall agree to same.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Indemnification and Hold Harmless.** INDEMNITOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES (as hereinafter defined) FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, CLAIMS, COSTS, EXPENSES, AND DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND THE REASONABLE FEES AND DISBURSEMENTS OF COUNSEL IN CONNECTION WITH ANY INVESTIGATIVE, ADMINISTRATIVE OR JUDICIAL PROCEEDING COMMENCED OR THREATENED, WHETHER OR NOT AN INDEMNIFIED PARTY SHALL BE DESIGNATED A PARTY THERETO), THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY INDEMNIFIED PARTY IN ANY MANNER RELATING TO OR ARISING OUT OF THE INDEMNIFIED LIABILITIES (as hereinafter defined).

2. **Certain Defined Terms.**

(a) **“Indemnified Parties”** means [Select one]:

- The Indemnitee as identified in the initial paragraph of this Agreement and no other person or party.
- The Indemnitee as identified in the initial paragraph of this Agreement *and* Indemnitee’s officers, directors, owners, family members, affiliates, agents, and employees.



(b) “Indemnified Liabilities” means [Select all that apply]:

- Any breach by Indemnitor of its obligations under, or any material misrepresentation by Indemnitor contained in, that certain _____ [insert name of specific contract].
- That certain act, omission or event which occurred on or about _____ [insert date of incident] briefly identified as follows: _____

- Other: _____.

3. **Exclusions.** Notwithstanding anything herein to the contrary, Indemnitor shall not have any obligation to any Indemnified Party hereunder to the extent that the Indemnified Liabilities arise from (a) the gross negligence, illegal acts, fraud or willful misconduct of an Indemnified Party or (b) an Indemnified Party’s income taxes or other taxes based on the gross or net income of such Indemnified Party. In addition, to the extent that the undertaking to indemnify, defend and hold harmless set forth in Section 1 hereof may be unenforceable because it violates applicable law or public policy, Indemnitor shall pay and only be responsible for the maximum portion that Indemnitor is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnified Parties.

4. **Consequential Damages.** With respect to potential consequential damages (including, without limitation, lost profits and loss of goodwill), the parties agree as follows:

- Notwithstanding any term or provision herein to the contrary, consequential damages are hereby expressly excluded from any indemnification obligations hereunder.
- Notwithstanding any term or provision herein to the contrary, consequential damages may be included within the indemnification obligations hereunder, if and to the extent established and not otherwise excluded hereunder.

5. **Other Terms and Provisions.** Neither party shall assign this Agreement, or any rights or remedies hereunder, without the express prior written consent of the other party hereto, in such other party’s sole discretion. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendment to this Agreement shall be in writing and signed by the parties. If any term or provision of this Agreement is deemed by a court of law to be unenforceable or void, such provision shall be severed from this Agreement, and such finding shall not impact the remaining terms and provision herein. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.



IN WITNESS WHEREOF, the parties hereto enter this Agreement as of the date set forth above.

Indemnitor

By: _____

Printed Name: _____

Title: _____

Indemnitee

By: _____

Printed Name: _____

Title: _____

