

INDEMNIFICATION AGREEMENT

Defense, indemnity, and hold-harmless undertaking

Important: Indemnification (especially broad-form indemnification for the indemnitee’s own negligence) is restricted or void in many jurisdictions — particularly in construction (many U.S. states have anti-indemnity statutes), residential leases, and employment contexts. Some jurisdictions require specific bold/all-caps language to enforce indemnification for one’s own negligence. Have a qualified attorney review this template for your jurisdiction and intended use.

This Indemnification Agreement (the “Agreement”) is entered into as of ____ day of _____, 20____ (the “Effective Date”), by and between:

INDEMNITOR (the party providing the indemnity)

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

INDEMNITEE (the party protected by the indemnity)

Legal Name	
Address	
Tax ID / Reg. No.	
Authorized Representative	
Email	
Telephone	

The Indemnitor and the Indemnitee are referred to individually as a “Party” and collectively as the “Parties.”

1. Background

1.1 Underlying Relationship. The Parties are entering into, or are already engaged in, the following relationship, transaction, or activity (the “Underlying Matter”):

(Examples: services contract dated [date], lease of premises at [address], use of equipment, access to a property or facility, board service as a director or officer, participation in a defined activity or event, sale of a business, etc.)

1.2 Purpose. In connection with the Underlying Matter, the Parties wish to allocate the risk of certain losses and claims through the indemnity set forth in this Agreement.

2. Structure of Indemnity

(Select one structure.)

- (a) One-Way Indemnification — Only the Indemnitor named above shall indemnify the Indemnitee. The Indemnitee has no indemnification obligation to the Indemnitor under this Agreement.
- (b) Mutual Indemnification — Each Party shall indemnify the other Party for the matters described in Article 3, treating each Party as Indemnitor with respect to its own acts and Indemnitee with respect to the other Party's acts.
- (c) Comparative “Knock-for-Knock” — Each Party is responsible for losses arising out of its own acts and personnel regardless of fault, and shall indemnify the other Party accordingly.

3. Indemnification Obligation

3.1 General Indemnity. To the fullest extent permitted by applicable law, the Indemnitor shall indemnify, defend, and hold harmless the Indemnitee and its officers, directors, members, managers, employees, agents, affiliates, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, suits, actions, demands, proceedings, investigations, judgments, awards, settlements, fines, penalties, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees, expert witness fees, court costs, and other defense costs) (collectively, “Losses”) arising out of, relating to, or resulting from any of the following (“Indemnified Claims”):

- (d) Any breach by the Indemnitor of the Underlying Matter or this Agreement;
- (e) The negligence, gross negligence, recklessness, or willful misconduct of the Indemnitor or its officers, directors, employees, agents, contractors, or invitees;
- (f) Bodily injury (including death) or damage to or loss of tangible property caused by the Indemnitor or its personnel;
- (g) Any violation of applicable law by the Indemnitor;
- (h) Any infringement of intellectual property rights by materials or activities provided or controlled by the Indemnitor; and
- (i) Any other matter expressly described in Exhibit A as covered by this Agreement.

3.2 Specific Indemnity. (Optional — complete to expand or narrow the scope of indemnity.) The Indemnitor specifically indemnifies the Indemnified Parties against the following defined risks or losses:

4. Exclusions from Indemnification

The Indemnitor shall have no obligation to indemnify the Indemnified Parties for Losses to the extent they are caused by:

- (j) The gross negligence, willful misconduct, or fraud of any Indemnified Party;
- (k) Any Indemnified Party's breach of the Underlying Matter or applicable law;
- (l) Indirect, incidental, consequential, special, or punitive damages, except where such damages are awarded to a third party in an Indemnified Claim;
- (m) Claims first asserted more than ____ (___) years after the expiration or termination of this Agreement, except for claims involving fraud, intentional misconduct, or as required by applicable law;
- (n) Losses for which the Indemnified Party has been fully reimbursed by insurance or another source; and
- (o) Any other matter listed in Exhibit B as excluded.

5. Notice of Claim

5.1 Prompt Notice. The Indemnified Party shall give the Indemnitor written notice of any claim, demand, suit, or proceeding for which indemnification is sought (a "Claim Notice") within ____ (___) days after the Indemnified Party becomes aware of the claim. The Claim Notice shall describe the claim in reasonable detail and include copies of all relevant pleadings, demands, or correspondence.

5.2 Delay. Failure to provide timely notice shall not relieve the Indemnitor of its obligations under this Agreement except to the extent the Indemnitor is actually and materially prejudiced by the delay.

6. Defense of Claims

6.1 Duty to Defend. Upon receiving a Claim Notice, the Indemnitor shall, at its sole cost and expense, assume and control the defense of the claim with counsel reasonably acceptable to the Indemnified Party. The Indemnitor's duty to defend is independent of the duty to indemnify and arises upon assertion of a claim that, if true, would fall within Article 3, regardless of the ultimate merits.

6.2 Separate Counsel. The Indemnified Party may participate in the defense with its own counsel at its own expense. If (a) there is a conflict of interest between the Parties that prevents joint representation, (b) the Indemnitor fails to assume the defense within ____ (___) days, or (c) the Indemnitor fails to

defend with reasonable diligence, the Indemnified Party may engage its own counsel and the Indemnitor shall pay the reasonable fees and expenses of that counsel.

6.3 Cooperation. The Indemnified Party shall reasonably cooperate with the Indemnitor in the defense and resolution of any indemnified claim, including providing access to records, documents, and witnesses. The Indemnitor shall reimburse the Indemnified Party for reasonable out-of-pocket expenses incurred in providing such cooperation.

6.4 Settlement. The Indemnitor shall not settle any claim without the Indemnified Party's prior written consent if the settlement (a) involves any admission of fault or liability by the Indemnified Party, (b) imposes any non-monetary obligation on the Indemnified Party, or (c) does not include a complete release of the Indemnified Party. The Indemnified Party shall not settle or compromise any claim without the Indemnitor's prior written consent (not to be unreasonably withheld) if the Indemnitor has assumed the defense in good faith.

7. Advancement of Defense Costs

If the Indemnitee is required to pay defense costs in the first instance, the Indemnitor shall, upon written request and submission of reasonable supporting documentation, advance such costs to the Indemnitee within ____ (___) days. Any advances shall be repaid by the Indemnitee if it is ultimately determined that the Indemnitee is not entitled to indemnification under this Agreement.

8. Insurance

8.1 Required Coverage. Throughout the Term, the Indemnitor shall maintain, at its own expense, the following insurance coverages to support its obligations under this Agreement:

- (p) Commercial General Liability of at least \$_____ per occurrence and \$_____ aggregate;
- (q) Professional Liability / Errors & Omissions of at least \$_____ per claim (if applicable to the Underlying Matter);
- (r) Workers' Compensation as required by law and Employer's Liability of at least \$_____ (where the Indemnitor has employees);
- (s) Automobile Liability of at least \$_____ combined single limit (where vehicle use is involved); and
- (t) Any additional coverage reasonably required by the nature of the Underlying Matter.

8.2 Additional Insured. The Indemnitor shall name the Indemnitee (and, if applicable, its officers, directors, and affiliates) as additional insured on the policies listed above (other than workers' compensation), on a primary and non-contributory basis.

8.3 Certificates. Certificates of insurance shall be provided to the Indemnitee on signing this Agreement and on each renewal. The Indemnitor shall provide at least ____ (___) days' notice of cancellation or material change in coverage.

8.4 Insurance Not a Limitation. The required insurance is not a limit on the Indemnitor's liability under this Agreement, and indemnification obligations apply regardless of whether insurance is available, sufficient, or collected.

9. Subrogation

Upon payment of any indemnified Loss, the Indemnitor shall be subrogated to all rights of the Indemnified Party against any third party with respect to that Loss. The Indemnified Party shall execute documents and take reasonable actions necessary to enable the Indemnitor to enforce such rights, at the Indemnitor's cost.

10. Limitation of Indemnification

10.1 Aggregate Cap. (Optional.) The Indemnitor's total aggregate liability under this Agreement shall not exceed \$ _____, except that this cap shall not apply to Losses arising from (a) bodily injury or death; (b) fraud, gross negligence, or willful misconduct; (c) breach of confidentiality; or (d) third-party intellectual property infringement claims.

10.2 Compliance with Law. Nothing in this Agreement shall require either Party to indemnify the other for matters that cannot be indemnified under applicable law, including any anti-indemnity statute or rule of public policy.

11. Term and Survival

11.1 Term. This Agreement begins on the Effective Date and continues until the Underlying Matter is terminated or completed, unless terminated earlier in accordance with this Agreement.

11.2 Survival. The indemnification obligations in this Agreement shall survive expiration or termination with respect to all claims arising from events that occurred during the Term, even if the claims are first asserted after termination, subject to any time limitation in Article 4.

12. Independent Obligation

The Indemnitor's obligations under this Agreement are independent of any other obligation under the Underlying Matter and shall not be set off, reduced, or excused by any breach, dispute, or claim the Indemnitor may have against the Indemnitee, except as expressly provided in this Agreement.

13. Third-Party Beneficiaries

The Indemnified Parties identified in Article 3 (other than the Indemnitee named at the beginning of this Agreement) are intended third-party beneficiaries of this Agreement and may enforce its indemnification provisions directly. No other person shall be a third-party beneficiary.

14. Notices

All notices under this Agreement shall be in writing and delivered to the addresses set forth above by personal delivery, recognized overnight courier, certified mail, or email with confirmation of receipt. Either Party may change its notice address by written notice to the other.

15. Dispute Resolution and Governing Law

15.1 Governing Law. This Agreement shall be governed by the laws of _____, without regard to its conflict of laws principles.

15.2 Dispute Resolution. The Parties shall first attempt to resolve any dispute through good-faith negotiation. If unresolved within ____ (___) days, the dispute shall be submitted to _____ (e.g., mediation, then binding arbitration, or the courts of [jurisdiction]). Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction at any time.

15.3 Attorneys' Fees. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

16. General Provisions

16.1 Entire Agreement. This Agreement, together with any exhibits and the Underlying Matter, constitutes the entire agreement between the Parties on the subject of indemnification and supersedes all prior discussions on that subject.

16.2 Amendments. Any modification must be in writing and signed by both Parties.

16.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement to a successor or affiliate in connection with a merger, acquisition, or sale of substantially all of its assets. This Agreement shall bind and benefit the Parties and their respective successors and permitted assigns.

16.4 Severability. If any provision is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

16.5 No Waiver. The failure or delay of either Party to enforce any provision shall not be a waiver of any future enforcement.

16.6 Construction. The terms "indemnify," "defend," and "hold harmless" are intended to have their fullest meaning under applicable law and are intended to provide separate, independent, and cumulative protections.

16.7 Counterparts and Electronic Signature. This Agreement may be signed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INDEMNITOR	INDEMNITEE
_____ Signature Name: _____ Title: _____ Date: _____	_____ Signature Name: _____ Title: _____ Date: _____

— END OF AGREEMENT —

This template is for general informational purposes only and is not legal advice. Indemnification clauses are heavily scrutinized by courts and limited by anti-indemnity statutes in many jurisdictions — consult a qualified attorney before use.