Broad Form Indemnity Agreement

This Broad Form Indemnity Agreement ("Agreement") is made and entered into on this _____ day of _____, 20_____, by and between:

Indemnitor (Contractor): _____

Indemnitee (Owner/Client): _____

1. Indemnity

To the fullest extent permitted by law, the Indemnitor agrees to indemnify, hold harmless, and defend the Indemnitee, its officers, directors, employees, and agents from and against any and all claims, damages, losses, expenses (including attorney's fees), liabilities, and causes of action arising out of, related to, or resulting from the performance of work under this Agreement, <u>regardless of whether such claim, damage, loss, or expense is caused in part by the Indemnitee</u>.

2. Scope

This indemnity shall apply to any and all claims for bodily injury, death, property damage, or economic loss, whether such claims are made by employees of the Indemnitor, the Indemnitee, or any third party.

3. Exclusions

Notwithstanding the foregoing, this Agreement does not require the Indemnitor to indemnify the Indemnitee for damages or injuries proven to be caused by the sole negligence or willful misconduct of the Indemnitee.

4. Defense

The Indemnitor shall, at its own cost and expense, defend any suit, action, or proceeding that may be brought against the Indemnitee on any such claim, and shall pay any judgment, costs, and expenses incurred by the Indemnitee.

5. Term

This Agreement shall survive the completion of the work and shall remain in full force and effect as to any claim, action, or liability arising from work performed under this Agreement.

_____
Indemnitor (Contractor)
Date: _____

_____
Indemnitee (Owner/Client)
Date: _____

Important Notes:

- Broad Form Indemnity may shift liability to the contractor even if the owner is partially at fault.
- Some jurisdictions limit or prohibit broad form indemnity clauses—consult local laws before use.
- This agreement should be reviewed by legal counsel before execution.
- Ensure all parties fully understand the implications and responsibilities set out in the document.