

Comparative Fault Indemnity Agreement

This Comparative Fault Indemnity Agreement ("Agreement") is entered into as of [Date], by and between:

Indemnitor: [Full Legal Name of Indemnitor], with its principal place of business at [Address]

Indemnitee: [Full Legal Name of Indemnitee], with its principal place of business at [Address]

Recitals

1. The parties have entered into an agreement or contract dated [Date of Original Contract] regarding [describe project or relationship].
2. The parties desire to allocate the risk of loss, damage, or liability that may arise out of their work together according to their respective degree of fault.

Agreement

1. **Comparative Fault-Based Indemnity.** Each party shall indemnify and hold harmless the other party, its employees, agents, and representatives, but only to the extent of each party's respective fault or negligence for any and all losses, damages, claims, liabilities, and expenses (including reasonable attorney fees), arising out of or resulting from performance under the agreement referenced above.
2. **Apportionment of Liability.** In the event that liability is incurred by reason of the joint or concurrent negligence or fault of both parties, such liability shall be apportioned between the parties according to their respective degrees of fault as determined by a court of competent jurisdiction or by mutual agreement.
3. **Notice of Claims.** The party seeking indemnity hereunder shall provide prompt written notice to the other party upon receipt of any claim, demand, or suit subject to this Agreement.
4. **Defense.** Each party shall have the right to participate in the defense of any such claim or suit.
5. **Survival.** The provisions of this Agreement shall survive completion or termination of the underlying project or agreement.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [Specify State].
7. **Entire Agreement.** This document constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior understandings or agreements.

Indemnitor Signature

Name: _____

Title: _____

Date: _____

Indemnitee Signature

Name: _____

Title: _____

Date: _____

Important Notes

- This document limits each party's liability only to their own degree of fault.
- Review state laws, as indemnity provisions are subject to jurisdictional restrictions and enforceability.
- Legal counsel should review this agreement before execution.
- Provide clear, prompt notification of any claims or demands for indemnification.
- Keep signed copies with your official agreement records.