

Limited Indemnity Agreement

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

Indemnitor: _____

Address: _____

Indemnitee: _____

Address: _____

1. Purpose

The purpose of this Agreement is to set forth the limited extent to which the Indemnitor agrees to indemnify and hold harmless the Indemnitee against certain losses or claims as defined herein.

2. Indemnification

The Indemnitor agrees to indemnify and hold harmless the Indemnitee from and against any and all claims, losses, damages, liabilities, or expenses directly arising from:

- Acts or omissions of the Indemnitor as specified in this Agreement;
- Breach by the Indemnitor of any representation, warranty, or covenant in this Agreement.

This indemnity shall be limited to claims or losses not exceeding _____
(Amount/Scope).

3. Limitations

This indemnity does not apply to losses or claims arising from:

- Gross negligence or willful misconduct of the Indemnitee;
- Any act or omission by third parties not under the control of the Indemnitor.

4. Notice of Claims

The Indemnitee shall notify the Indemnitor in writing within ____ days of becoming aware of any claim or circumstance that may give rise to indemnification.

5. Miscellaneous

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, written or oral.
- No modification shall be effective unless made in writing and signed by both parties.
- This Agreement shall be governed by the laws of _____.

Indemnitor's Signature

Date: _____

Indemnitee's Signature

Date: _____

Important Notes:

- This is a limited indemnity agreement—its scope of protection is defined and restricted as specified.
- Parties should clearly state limitations, exclusions, and any monetary caps in the agreement.
- Legal advice is recommended before signing any indemnity agreement.
- This document must be tailored to the specifics of the transaction or relationship involved.