

# Mutual Indemnity Agreement

This Mutual Indemnity Agreement ("Agreement") is made and entered into, effective as of [Date], by and between:

**Party A (Contractor):** [Contractor Name and Address]

**Party B (Counterparty Contractor/Client):** [Other Party Name and Address]

## 1. PURPOSE

The purpose of this Agreement is to set forth terms by which each Party agrees to indemnify, defend, and hold harmless the other Party from certain claims as specified herein.

## 2. MUTUAL INDEMNITY

Each Party (â€œIndemnitorâ€) agrees to indemnify, defend, and hold harmless the other Party (â€œIndemniteeâ€), its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneysâ€™ fees and costs) arising out of or in connection with:

- Bodily injury or death of any person;
- Damage to property; and
- Violations of law or regulation,

to the extent caused by the negligence, recklessness, or willful misconduct of the Indemnitor, its employees, agents, or subcontractors.

## 3. EXCEPTIONS

The indemnity obligations do not apply to losses resulting from the Indemnitee's sole negligence or willful misconduct.

## 4. NOTICE AND DEFENSE OF CLAIMS

The Indemnitee shall promptly notify the Indemnitor in writing of any claim. The Indemnitor shall have the right to assume the defense of such claim with counsel reasonably satisfactory to the Indemnitee.

## 5. LIMITATION OF LIABILITY

Nothing in this Agreement shall be construed as a waiver of any rights or immunities available to either Party under applicable law.

## 6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and remain in effect for the duration of the contractual relationship between the Parties unless terminated by written agreement.

## 7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

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Signature of Party A

Date: \_\_\_\_\_

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Signature of Party B

Date: \_\_\_\_\_

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**Important Notes:**

- This is a sample template; consult with a qualified attorney before using.
- Indemnity clauses can have significant legal and financial implications.
- Ensure the obligations in your agreement align with local laws and regulations.
- Clearly define the scope and limits of indemnification to avoid future disputes.