

# Separate Defense Obligation Indemnity Agreement

This Separate Defense Obligation Indemnity Agreement ("Agreement") is made and entered into as of **[Date]**, by and between:

**Indemnitor:** [Full Name / Entity Name],

**Address:** [Full Address]

**Indemnitee:** [Full Name / Entity Name],

**Address:** [Full Address]

## Recitals

WHEREAS, the Indemnitor has agreed to assume a separate and independent duty to defend the Indemnitee against certain claims, allegations, or proceedings as defined below;

WHEREAS, the parties desire to set forth the terms and conditions of such defense and indemnification obligations;

## 1. Defense Obligation

The Indemnitor hereby agrees to provide a separate and immediate defense to the Indemnitee with respect to any claims, demands, suits, or proceedings made or brought against the Indemnitee arising out of, relating to, or resulting from **[specify subject matter, e.g., "the Project," "the Agreement datedâ€¦," etc.]**.

## 2. Indemnity

The Indemnitor shall indemnify and hold harmless the Indemnitee from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in connection with any claim to which the defense obligation herein applies, except to the extent caused by the Indemnitee's sole negligence or willful misconduct.

## 3. Selection of Counsel

The Indemnitor shall have the right and duty to select counsel to defend the Indemnitee, subject to the Indemnitee's reasonable approval of such counsel.

## 4. Notice of Claims

The Indemnitee shall promptly notify the Indemnitor in writing of any claim or proceeding that is or may be subject to this Agreement.

## 5. Duration

This Agreement shall remain in effect with respect to any claims arising from **[describe activity/relationship/period]** regardless of the expiration or termination of any underlying agreement between the parties.

## 6. Miscellaneous

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Any amendment must be in writing and signed by both parties.

**Indemnitor:**

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Signature

Name: \_\_\_\_\_

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

**Indemnitee:**

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Signature

Name: \_\_\_\_\_

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

**Important Notes**

- This document creates a separate and independent obligation to defend; indemnification may be broader or narrower based on the language agreed.
- Clearly specify the scope of the defense and indemnity obligations to avoid disputes.
- Seek legal review to ensure terms do not conflict with underlying contracts or applicable law.
- The parties should agree on counsel selection and notify each other promptly of any claims.
- This sample should be tailored to the specifics of the transaction and jurisdiction.