

# Third-Party Claim Indemnity Agreement

This Third-Party Claim Indemnity Agreement ("Agreement") is made and entered into on this [Date] by and between:

**Indemnifier:** [Name of Indemnifier], residing at [Address].

**Indemnitee:** [Name of Indemnitee], residing at [Address].

**Third Party:** [Name of Third Party], if applicable.

## Recitals

WHEREAS, the Indemnitee may be subjected to certain claims or liabilities by third parties in connection with [describe the subject matter or transaction];

WHEREAS, the Indemnifier has agreed to indemnify and hold harmless the Indemnitee from any such claims or liabilities;

## Agreement

- Indemnity:** The Indemnifier hereby agrees to indemnify and hold harmless the Indemnitee from and against any and all losses, damages, claims, demands, costs, and expenses (including reasonable legal fees) arising out of or in connection with any claim made by a third party in relation to [subject matter].
- Notification:** The Indemnitee shall promptly notify the Indemnifier in writing upon becoming aware of any third-party claim or demand.
- Defense of Claims:** The Indemnifier shall have the right to assume and control the defense and settlement of any claim against the Indemnitee, provided that no settlement which imposes any liability or obligation on the Indemnitee may be entered into without the Indemnitee's prior written consent.
- Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
- Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and representations.

## Signatures

Indemnifier's Signature

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

Indemnitee's Signature

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

## Important Notes for Third-Party Claim Indemnity Agreements

- Clearly define the scope and subject of indemnity to avoid future disputes.
- Specifying notification requirements and procedures is critical for enforceability.
- Seek legal counsel before signing to understand all legal implications.
- Ensure that all parties sign and date the agreement.
- Retain copies of the signed agreement for your records.