

BASIC INDEMNITY AGREEMENT

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

Indemnifier: _____

Address: _____

Indemnitee: _____

Address: _____

RECITALS

WHEREAS, the Indemnitee may suffer certain losses, claims, damages, liabilities or expenses arising out of or in connection with _____ ("Purpose");

AND WHEREAS, the Indemnifier has agreed to indemnify and hold harmless the Indemnitee as provided below;

1. INDEMNITY

The Indemnifier hereby irrevocably and unconditionally agrees to indemnify and hold harmless the Indemnitee from and against any and all losses, liabilities, claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or related to the Purpose described above.

2. LIMITATION

This indemnity shall not apply to losses or damages resulting from the gross negligence or willful misconduct of the Indemnitee.

3. DURATION

This Agreement shall remain in effect from the date hereof until _____ or until terminated in writing by mutual agreement.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of

_____.

5. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

Any amendment or modification of this Agreement must be in writing and signed by both parties.

Signature of Indemnifier

Signature of Indemnitee

IMPORTANT NOTES

- Both parties should carefully read and understand all the terms before signing.

- This document can be legally binding; consult with a legal advisor if needed.
- Indemnity agreements often shift financial risk from one party to another.
- Always specify the scope of indemnity and any limitations clearly.
- Keep a signed copy for your records.