

Commercial Lease Indemnity Agreement

Date: _____

Indemnifier: _____

Address: _____

Landlord: _____

Tenant: _____

Leased Premises: _____

1. Background

The Landlord and Tenant have entered into a Commercial Lease Agreement dated _____ in respect of the Leased Premises. At the request of the Tenant, the Indemnifier enters into this Indemnity Agreement in consideration of the Landlord entering into the Lease with the Tenant.

2. Indemnity

The Indemnifier hereby irrevocably and unconditionally agrees to indemnify and keep indemnified the Landlord from and against all losses, liabilities, damages, costs, expenses, and claims arising from the Tenant's breach of any covenants, terms, or conditions of the Lease.

3. Continuing Liability

This Indemnity is a continuing obligation and shall not be affected by any amendment or variation of the Lease, any time or indulgence granted to the Tenant, or any other act, omission, or circumstance which might otherwise operate to release or discharge the Indemnifier from its obligations.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Leased Premises are located.

5. Miscellaneous

Any notice required or permitted to be given under this Agreement shall be given in writing and delivered to the parties at their respective addresses set out above.

Indemnifier Signature

Landlord Signature

Tenant Signature

Important Notes:

- This agreement creates a legally binding obligation for the Indemnifier.
- Indemnity is often required when the Tenant's financial standing is insufficient or unproven.
- Carefully review all defined terms and ensure details are accurate.
- Seek legal advice before signing to understand the full extent of liabilities.
- This agreement may survive amendments or renewals of the lease.