

# Vendor Indemnity Agreement

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

This Vendor Indemnity Agreement ("Agreement") is entered into by and between:

**Client:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Indemnity

The Vendor agrees to indemnify, defend, and hold harmless the Client, its affiliates, officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to:

- Any breach of this Agreement by the Vendor;
- Any act or omission of the Vendor, its employees, agents, or subcontractors in connection with its obligations hereunder;
- Any claim that the goods or services provided infringe any intellectual property or other right of a third party.

## 2. Limitation of Indemnity

The indemnity obligation of the Vendor shall not apply to the extent that such claims, damages, or losses are caused directly by the negligence or willful misconduct of the Client.

## 3. Notification & Defense

The Client shall promptly notify the Vendor of any claim covered by this Agreement. The Vendor shall assume, at its own cost, the defense and settlement of any such claim, provided that the Client may participate in such defense with counsel of its choosing.

## 4. Term & Termination

This Agreement remains in effect for the duration of the relationship between Client and Vendor, unless terminated in writing by either party.

## 5. General Provisions

This Agreement shall be governed by the laws of \_\_\_\_\_ . Any amendments to this Agreement must be in writing and signed by both parties.

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### Client

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

Title: \_\_\_\_\_

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

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### Vendor

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

Title: \_\_\_\_\_

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

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## Important Notes

- This is a sample format; consult legal counsel before using or signing.

- Indemnity clauses may have significant legal and financial implications.
- The scope and limits of indemnity should be clearly defined and understood by both parties.
- Governing law and jurisdiction should align with business operations and risks.
- Ensure all parties fully review and agree to the Agreement before execution.