

Mutual Indemnity Agreement

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

Party A: [Full Legal Name & Address]

Party B: [Full Legal Name & Address]

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which each party agrees to indemnify, defend, and hold harmless the other party from and against certain claims, liabilities, or expenses as described herein.

2. Mutual Indemnification

Each party ("Indemnifying Party") hereby agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party") from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Any breach of this Agreement by the Indemnifying Party;
- Any negligent or willful act or omission of the Indemnifying Party;
- Any violation of applicable laws or regulations by the Indemnifying Party.

3. Exclusions

The indemnity obligations set forth herein do not apply to the extent any losses are caused by the gross negligence or willful misconduct of the Indemnified Party.

4. Procedures

The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim or action to which indemnification may apply. The Indemnifying Party shall have the right to assume the defense of such claim, at its own expense, with counsel reasonably acceptable to the Indemnified Party.

5. Term and Termination

This Agreement shall commence on the effective date above and shall remain in effect until terminated by either party with thirty (30) days written notice to the other party. Indemnification obligations survive termination.

6. Miscellaneous

- **6.1 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties on this subject.
- **6.2 Amendment:** Any amendment must be in writing and signed by both parties.
- **6.3 Governing Law:** This Agreement is governed by the laws of [Jurisdiction].

Party A

Name: _____

Title: _____

Date: _____

Party B

Name: _____

Title: _____

Date: _____

Important Notes:

- Mutual indemnity agreements can allocate risks and protect both parties from certain liabilities.
- Legal advice is recommended to ensure compliance with applicable laws and to tailor indemnity language to specific situations.
- Clearly define the scope of indemnity, exclusions, and procedures for claims in the agreement.
- Beware of jurisdiction-specific laws that may affect the enforceability of indemnity clauses.
- Consider insurance coverage requirements in connection with indemnity obligations.