

Mutual Indemnity Agreement Template

This Mutual Indemnity Agreement ("Agreement") is made and entered into as of _____ / _____ / _____ ("Effective Date") by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

Collectively referred to herein as the "Parties."

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which each Party agrees to indemnify and hold the other harmless as it pertains to their business partnership.

2. Mutual Indemnity

Each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Breach of this Agreement by the Indemnifying Party;
- Any act or omission of the Indemnifying Party, including negligence or willful misconduct;
- Any third-party claims relating to actions taken by the Indemnifying Party in the course of the business partnership.

3. Exclusions

Indemnity under this Agreement does not apply to the extent that a claim, damage, or liability results from the gross negligence or willful misconduct of the Indemnified Party.

4. Notice of Claim

The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, action, or proceeding for which indemnity is sought under this Agreement.

5. Defense of Claims

The Indemnifying Party shall assume control of the defense and settlement of any such claim, action, or proceeding, provided that the Indemnified Party may participate at its own expense.

6. Term and Termination

This Agreement shall commence on the Effective Date and remain in effect as long as the business partnership exists, unless terminated by mutual written agreement of the Parties.

7. Miscellaneous

7.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions regarding indemnity.

7.2 Amendment: No amendment to this Agreement is valid unless in writing and signed by both Parties.

7.3 Governing Law: This Agreement shall be governed by the laws of the State of

Signature (Party A)

Print Name

Date

Signature (Party B)

Print Name

Date