

Third-Party Subrogation Agreement in Liability Matters

This Third-Party Subrogation Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20____, by and between:

Subrogor: _____

Address: _____

Phone: _____

Subrogee: _____

Address: _____

Phone: _____

1. Recitals

WHEREAS, the Subrogor has sustained property damage and/or personal injury as a result of an incident on or about (date) _____;

WHEREAS, Subrogee has compensated Subrogor for losses relating to the above incident; and

WHEREAS, Subrogor and Subrogee wish to establish the terms of subrogation and recovery from third-party responsible entities.

2. Assignment of Rights

Subrogor hereby assigns to Subrogee all rights, claims, and interests against any third party liable for the damages compensable under this Agreement to the extent of the payment made by the Subrogee.

3. Cooperation

Subrogor agrees to cooperate fully with Subrogee in all reasonable respects, including the execution of documents, attendance at proceedings, and providing all information necessary to prosecute said claim.

4. Recovery and Distribution

Any recovery from third parties shall be distributed as follows:

- First, to reimburse Subrogee for amounts paid to or on behalf of Subrogor, including costs and fees associated with collection.
- Second, any remainder to be delivered to Subrogor.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties, superseding any prior agreements or understandings, written or oral, relating to the subject matter herein.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State/Province of

_____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Subrogor Signature

Subrogee Signature

Date