

# Third-Party Liability Indemnity Agreement

This Third-Party Liability Indemnity Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Indemnifier:** \_\_\_\_\_

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

**Indemnified Party:** \_\_\_\_\_

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

## Recitals

WHEREAS, the Indemnifier has agreed to indemnify the Indemnified Party against certain liabilities as described below;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## 1. Indemnity

The Indemnifier hereby agrees to indemnify and hold harmless the Indemnified Party from and against any and all claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with third-party claims that may be asserted against the Indemnified Party as a result of \_\_\_\_\_.

## 2. Notification of Claim

The Indemnified Party shall promptly notify the Indemnifier in writing of any claim or suit brought by a third party.

## 3. Defense of Claims

The Indemnifier shall assume, at its own expense, the defense of any claim brought against the Indemnified Party by a third party, provided that the Indemnified Party shall have the right to participate in such defense at its own expense.

## 4. Limitation of Indemnity

This indemnity shall not apply to the extent that any claim results from the gross negligence or willful misconduct of the Indemnified Party.

## 5. Miscellaneous

1. This Agreement is governed by and construed in accordance with the laws of \_\_\_\_\_.
  2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements.
  3. This Agreement may be amended only in writing signed by both parties.
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Indemnifier's Signature

Name:

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Date:

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Indemnified Party's Signature

Name:

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Date:

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