


# Indemnity Agreement

- 🔊 This is one of those general release documents – like you would sign before going skydiving or before having surgery.
- 🔊 The first part of the Memorandum should be completed and distributed to the Indemnitee or the Indemnifier, as the case may be, along with a copy of the Indemnity Agreement.

Date: **[Date]**

To:  **[Name of Indemnitee or Indemnifier]**

From: **[Owner/Founder]**  
**[Company]**

Subject: **Indemnity Agreement**

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Attached is an Indemnity Agreement to provide indemnification for the activities listed in the Agreement.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Indemnity Agreement

🔊 This is a standard introductory paragraph that lists the date and the parties to the Agreement.

Effective Date: [Date]

Between [Name] (“Indemnifier”),  
of [Address, City and State],

and [Company Legal Name], (“Indemnitee”)  
of [Address],  
[City], [State] [Zip Code]



For valuable consideration, the parties agree as follows:

🔊 The following section establishes the Indemnitee-Indemnifier relationship. Where indicated you should list the activities that will be covered by this Agreement. Make sure to be as specific as possible when describing such activities. If you are acting as the Indemnifier, you would want to also limit the extent of the Indemnification by adding a phrase such as “except for gross negligence or intentional wrongdoing” after the words “claim or liability.”  
Indemnification

The Indemnifier agrees to indemnify and hold harmless the Indemnitee from any claim or liability arising from the following activity:

- Xxx
- Xxx
- Xxx

## Hold Harmless

🔊 Section 2 states that the Indemnitee has to notify the Indemnifier as soon as possible after becoming aware of possible liability arising out of the activity. Also, this section gives the Indemnitee a right of reimbursement from the Indemnifier if the Indemnifier fails to fulfill his obligations under this Agreement.

In the event of any claim or asserted liability against the Indemnitee arising from the above activity, the Indemnitee agrees to provide the Indemnifier with prompt written notice. Upon notice, the Indemnifier agrees to defend and hold harmless the Indemnitee from any loss or liability. In the event the Indemnifier fails to indemnify the Indemnitee, the Indemnitee has the right to defend or settle any claim on their own behalf and be fully reimbursed by the Indemnifier for all costs and expenses of such defense or settlement.

🔊 Section 3 includes a number of terms relating to legal notices sent between the parties, the effect of this Agreement on successors of the parties, that this is the entire Agreement between the parties, and a provision for selecting the state laws to govern this Agreement.

## Binding Agreement

No modification of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors. This document, including any attachments, is the entire Agreement between the parties. This Agreement is governed by the laws of the State of [State].

## Understood, Agreed & Accepted

In witness of this, the undersigned have executed this Agreement as of the Effective Date first written above.

Indemnifier

Indemnitee

\_\_\_\_\_  
[name] 

\_\_\_\_\_  
[Owner/Founder]  
[Company Legal Name]