

Indemnity Agreement

Agreement of Indemnification dated (Date) between (Undersigned) (from here on referred to as "UNDERSIGNED") and (Indemnitees) (from here on referred to as "INDEMNITEES").

For value received, UNDERSIGNED jointly and severally agree to indemnify and save harmless INDEMNITEES and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the following:

Where any claim is asserted, INDEMNITEES shall provide UNDERSIGNED with reasonably timely notice of same in writing.

Thereafter, UNDERSIGNED shall at its own expense defend, protect and save harmless INDEMNITEES against said claim or any loss or liability resulting therefrom.

Should UNDERSIGNED fail to so defend and / or indemnify and save harmless, then, in such case, INDEMNITEES shall have full rights to defend, pay or settle said claim on their own behalf without notice to UNDERSIGNED for all fees, costs, and payments made or agreed to be paid to discharge said claim.

UNDERSIGNED agrees to pay all reasonable attorneys' fees necessary to enforce said indemnification.

Indemnitees shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG2010 (10/93) **AND** CG 20 37 or CG2033 **AND** CG2037 or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the name insured.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed under seal this Date . By: _____

In the presence of: _____