

INDEMNIFICATION AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Indemnifying Party: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

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1. COVERED CLAIMS

Covered third-party claims arise from [SPECIFIED ACTS, BREACHES OR EVENTS]. Protected persons: [LIST]. Covered amounts: [JUDGMENTS, APPROVED SETTLEMENTS AND REASONABLE DEFENSE COSTS]. Exclusions, including the protected party's own conduct: [DETAILS]. No unrelated loss is covered.

2. NOTICE AND DEFENSE

Give prompt notice with available details. Delay reduces coverage only to the extent of actual prejudice where permitted. Defense control, counsel selection and conflict-of-interest arrangements: [TERMS]. The protected party provides reasonable assistance at the agreed cost.

3. SETTLEMENT

No settlement may admit fault, impose non-monetary duties or leave the protected party exposed without its written consent. Consent standards for other settlements: [DETAILS]. No party unreasonably increases avoidable loss.

4. LIMITS AND INSURANCE

Overall cap, sublimits, exclusions and survival period: [DETAILS]. Insurance, deductibles and interaction with other recoveries: [TERMS]. No double recovery; liabilities that cannot lawfully be shifted remain unaffected.

5. PAYMENT AND DISPUTES

Supporting invoices and evidence: [DETAILS]. Payment timing and process for disputed amounts: [TERMS]. Uncontested amounts remain payable. This agreement is [STANDALONE / SUPPLEMENTS IDENTIFIED CONTRACT]; priority in a conflict: [TERMS].

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Indemnifying Party: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Indemnified Party: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]