INDEMNITY and HOLD HARMLESS AGREEMENT

For consideration received, the undersigned, indemnitor, does hereby agree, without reservation or qualification, with

_____

hereinafter called "indemnitee," as follows:

For the specific item or job as follows: _____

_____

_____

_____

_____

_____

A. The undersigned shall protect , hold free and harmless, defend and indemnify indemnitee, its directions, officers, agent and employees as follows:

1) From and against any and all claims, debts, demands, damages (including direct, liquidated, consequential, incidental or other damages), judgments, awards, losses, liabilities, interest, expert witness fees, attorney fees, and costs and expenses of whatsoever kind or nature.

2) At any time arising out of any failure of the undersigned to perform any of the terms and conditions of any contract or purchase order, which are in any manner, directly or indirectly, caused or occasioned by, or contributed to by, any act, omission, fault or negligence (whether active or passive), of the undersigned or anyone acting under its direction, control or on its behalf, in connection with or incident to the work or any agreement between indemnitee and the undersigned.

3) Even though the same may have resulted from the joint, concurring or contributory act, omission or negligence (whether active or passive) of indemnitee.

4) Unless the same be caused by the sole negligence or willful misconduct of indemnitee.

B. Without limiting the generality of the foregoing, the indemnity and hold harmless given above shall encompass injury or death to any person or persons (including agents and employees of Owner, indemnitee, the undersigned, and any other party), damage to any property regardless of location, including the property of Owner, indemnitee, any other party, and the undersigned, and shall extend to any similar obligations of indemnitee undertaken under any contract with respect to the work called for which this Indemnity and Hold Harmless Agreement shall apply.

C. Additionally, the indemnity and hold harmless given above shall include the obligation to reimburse indemnitee for all defense costs and expenses incurred (including expert witness fees and attorney fees) in any legal actions or proceedings.

D. At indemnitee's election, the undersigned shall itself defend indemnitee in any and all such actions or proceedings.

E. The undersigned binds itself, its partners, successors, executors, administrators and assigns to indemnitee to this agreement with respect to all of the terms and conditions of this agreement.

F. Should litigation be necessary to enforce any provision of this agreement, then all litigation expenses, witness fees, court costs and attorney fees shall be paid to the prevailing party.

G. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in the judicial district of the county in which indemnitee's principal place of business is located. The undersigned waives the right to have suit brought or tried in or removed to any other county or judicial jurisdiction.

H. In the event any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this contract shall be valid and binding on the parties hereto.

I. There are no understandings or agreements except as herein expressly stated.

Dated: _____ **X** _____

(The Undersigned, Indemnitor)

SAMPLE

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