

Unilateral Indemnity Agreement for Contractors

This Unilateral Indemnity Agreement ("Agreement") is made and entered into as of ("Effective Date"), by and between:

- **Contractor:**

- **Client:**

1. Indemnity

The Contractor, for good and valuable consideration, hereby agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- Bodily injury, death, or property damage caused by the Contractor's acts or omissions in connection with the performance of services;
- Breach of any representation, warranty, or obligation under this Agreement by the Contractor;
- Any claim that the services or materials provided infringe upon the intellectual property rights of any third party.

2. Limitation

This indemnity shall not apply to the extent any claims arise solely from the gross negligence or willful misconduct of the Client.

3. Duration

The obligations set forth in this Agreement shall survive the termination or completion of services provided by the Contractor to the Client.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

Contractor Signature

Print Name / Date

Client Signature

Print Name / Date