

HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless (Indemnity) Agreement (this "Agreement") is made as of this ___ day of _____, 20___ (the "Effective Date") by and between _____ located at _____ ("Indemnitor"), and UNITED WAY OF GREATER KANSAS CITY, INC. located at 4801 Main St, Suite 425, Kansas City, MO 64112 ("Indemnitee"). Indemnitor and Indemnitee shall include all of their respective officers, employees, agents, representatives, as applicable. Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitor desires to use the following property belonging to Indemnitee: 4801 Main St, Suite 425, Kansas City, MO 64112 (the "Activity").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

1. Indemnification. To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the Activity.

2. Exceptions. Indemnitor's obligation to indemnify, defend and hold harmless Indemnitee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnitee. Indemnitor is not obligated to indemnify Indemnitee against any Claim to the extent the Indemnitee has been reimbursed for such Claim under an insurance policy.

3. Notice of Claim. Indemnitee must provide Indemnitor notice of any Claim within thirty (30) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis for indemnification under this Agreement.

4. Duty to Defend. In the event any Claim is brought against Indemnitee within the scope of this Agreement, Indemnitor reserves the right to assume the defense of the Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnitee may pursue its own defense of the Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If Indemnitee pursues its own defense of the Claim, Indemnitee shall not settle any Claim without the prior written consent of Indemnitor, which consent shall not be unreasonably withheld.

5. Mutual Representations. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

6. Amendments. This Agreement may be amended or modified only by written agreement signed by all Parties.

7. Notices. Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

8. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, not including its conflicts of law provisions.

9. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

10. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

11. Assignment. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

13. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

15. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

16. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.

SIGNATURES

Indemnitor Signature

Indemnitor Full Name

Ann Saffigan

Indemnitor Signature

United Way of Greater Kansas City, Inc.

Indemnitor Full Name

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GENERAL INSTRUCTIONS

What is an Indemnity Agreement?

An Indemnity Agreement is a legal document that transfers risk from one party, the Indemnitee, to another party, the Indemnitor. The Indemnitor promises to indemnify or hold the Indemnitee harmless against future claims, losses or damages related to a particular activity.

The Indemnitor in an Indemnity Agreement promises to "indemnify", "hold harmless", and "defend" the Indemnitee. Below is a closer look at what each of these mean.

Indemnify

The word "indemnify" means that the Indemnitor will reimburse the Indemnitee for any loss or damages the Indemnitee incurs.

Hold Harmless

To "hold harmless" the Indemnitee means the Indemnitor promises that he or she will not sue or hold the Indemnitee liable for any injuries or damages.

Duty to Defend

If the agreement includes the word "defend", the Indemnitor is also promising to defend the Indemnitee against third party suits.

When is an Indemnity Agreement Needed?

All activities come with a certain amount of risk. An Indemnification Agreement allows parties to shift risk based on their needs and protect themselves against future lawsuits or losses. It acts as a form of insurance and also incentivizes parties to enter into contracts they wouldn't otherwise enter into.

For example, if you wanted to remodel your kitchen, you may be reluctant to hire a contractor to come into your home for fear that if the contractor or one of his employees gets injured in your home, they might sue you. By having the contractor sign this agreement, you can protect yourself against such lawsuits.

The contractor promises not to sue if he gets injured. And if the contractor's employee gets injured and sues you, the contractor will have to defend the suit or reimburse you for your expenses in defending the suit.

It can also protect you against third party claims. If the contractor accidentally drops your old kitchen sink onto the neighbor's new Tesla Model S, this agreement can shift the responsibility for the damage to the contractor instead of you.

What Should be Included in an Indemnity Agreement?

A simple Indemnity Agreement will identify the following basic elements:

- **Indemnitor:** the name and address of the person or corporation making the promise to indemnify
- **Indemnitee:** the name and address of the person or corporation receiving the indemnity
- **Activity:** the contract or agreement between the parties that might give rise to future losses or damages
- **Indemnity:** what will be covered under the indemnity

Other Names

As a reference, an Indemnity Agreement is known by other names:

- Hold Harmless Agreement
- Indemnification Agreement
- Contract of Indemnity
- Indemnity Contract
- No Fault Agreement
- Reparation Agreement
- Assumption of Liability Agreement
- Agreement to Indemnify