

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

DATE: [Insert Date]

BETWEEN:

INDEMNITOR: [Name of Indemnifying Party], located at [Address]

INDEMNITEE: [Name of Party being Protected], located at [Address]

RE: [Description of Property or Transaction]

1. INDEMNIFICATION

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee from and against any and all claims, damages, penalties, fines, liabilities, losses, and costs (including reasonable attorneys' fees) arising out of or in connection with:

- The presence or release of any Hazardous Substances on, under, or about the Property.
- Any violation of Environmental Laws by the Indemnitor or occurring during the Indemnitor's possession of the Property.
- Any cleanup, remediation, or monitoring required by any governmental authority.

2. REPRESENTATIONS AND WARRANTIES

The Indemnitor represents that, to the best of its knowledge, the Property is currently in compliance with all Environmental Laws and no Hazardous Substances have been disposed of or released on the site except as previously disclosed in writing.

3. NOTICE OF PROCEEDINGS

The Indemnitee shall provide prompt written notice to the Indemnitor of any claim or legal action initiated regarding environmental matters related to the Property. The Indemnitor shall have the right to assume the defense of such claims at its own expense.

4. DURATION

This Agreement and the obligations herein shall survive the closing of the transaction and any transfer of title to the Property.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

SIGNATURES:

[Name of Indemnitor]
Date:

[Name of Indemnitee]
Date: