

## Indemnity Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Indemnitor ("Indemnitor") enters into this Indemnity Agreement with Denton County Fresh Water Supply District No. 1-A ("Indemnitee" or "District No. 1-A") and its designees, successors, assigns or related parties, including any of Denton County Fresh Water Supply Districts Nos. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G or 1-H (with District No. 1-A, the "Districts"), for the right to be on property located within the boundaries of the Districts pursuant to this Indemnity Agreement requested by the Indemnitor. The Indemnitor jointly and severally agrees to indemnify and hold harmless District No. 1-A and its designees, successors, assigns or related parties, including any of the Districts, from any claim, action, liability, loss, damage, or suit, arising from this Indemnity Agreement requested by the Indemnitor.

In the event of any asserted claim against the Indemnitee, the Indemnitee shall provide the Indemnitor reasonable timely written notice of same and thereafter the Indemnitor shall, at its own expense, defend, protect, and hold harmless Indemnities against said claim or any loss or liability arising there under.

In the further event the Indemnitor shall fail to so defend and/or indemnify and save harmless, at its own expense, then in such instance the Indemnitee shall have full rights to defend, pay or settle said claim(s) on their behalf without notice to Indemnitor and with full rights of recourse against the Indemnitor, including all fees, costs, expenses, and payments made or agreed to be paid to discharge such claim(s) without limitation.

It is further agreed that the Indemnitor shall pay all reasonable attorneys' fees necessary to enforce or defend said indemnification.

This Agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal agents and representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Indemnitor:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Indemnitee (Denton County Fresh Water Supply District No. 1-A):**

\_\_\_\_\_  
Authorized Designee Printed Name

\_\_\_\_\_  
Signature