

## INDEMNITY AGREEMENT

This 20\_\_\_\_ Indemnity Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Roseville Chamber of Commerce (Chamber) and \_\_\_\_\_ (Indemnitor).

### RECITALS

A. The Chamber is regularly requested by its members and nonmembers to provide Certificates of Origin attesting to the country of origin of various products destined for export.

B. The Chamber provides this service primarily to facilitate the export of locally produced products to foreign countries.

C. The Chamber and Indemnitor acknowledge and agree that the Chamber provides such Certificates of Origin based solely on the representation of Indemnitor and the Chamber is not requested, or expected, to make any independent inquiry or verification as to the country of origin of goods so certified.

D. The Chamber and Indemnitor further acknowledge and agree that any and all liabilities that may arise from the issuance of Certificates of Origin by the Chamber, at the request of, or on behalf of, Indemnitor are to be the sole responsibility and obligation of Indemnitor.

THEREFORE, in consideration of the Chamber's execution of the Certificate(s) of Origin at the request of, or on behalf of, Indemnitor, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certification. Indemnitor hereby certifies that the information and statements contained in any and all Certificate(s) of Origin executed at the request of, or on behalf of Indemnitor are true and correct in all respects. Indemnitor further agrees to maintain, and to make available to Chamber upon reasonable request, all appropriate documentation confirming and/or supporting said certification(s) by Indemnitor.

2. Indemnity. Indemnitor shall indemnify, defend, and hold harmless Chamber and its officers, directors, agents, employees, representatives, attorneys, and any other person or entity in any way related to Chamber, against and in respect of any or all claims, demands, losses, costs, expenses, obligations, liabilities, taxes, damages, recoveries, penalties, interests, and deficiencies of every nature (including the defense thereof and reasonable attorney, paralegal and other professional fees and costs), that any of them shall incur or suffer that arise out of, in connection with, or are related to any and all Certificates of Origin provided by Chamber at the request of, or on behalf of, Indemnitor. Chamber shall notify Indemnitor of the existence of any claim, demand or other matter to which this indemnity applies, and shall give Indemnitor a reasonable opportunity to defend the same at Indemnitor's sole expense, and with counsel of their selection reasonably acceptable to Chamber; provided, however, that Chamber shall at all times also have the right to fully participate in the defense of such action (including, without limitation, the right to be represented by separate legal counsel of Chamber's own selection) at the sole cost and expense of Chamber. If Indemnitor shall, within ten (10) calendar days after receipt of such notice, fail to defend, Chamber shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle, said claim, demand or other matter on behalf, for the account, and at the risk, of Indemnitor shall make available all information and assistance that Chamber may reasonable request.

3. Limitation. The Parties hereto understand and agree that none of the provisions contained in this Agreement are intended to, nor shall they, in any way obligate Indemnitor to submit any or all of its requirements for Certificates of Origin to Chamber, nor shall any such provisions in any way obligate Chamber to execute or provide any Certificate(s) of Origin requested by, or on behalf of, Indemnitor.

4. Term. This Agreement shall continue in full force and govern all transactions between parties hereto for a period of one (1) year from the date of execution of this Agreement (the "Initial Term"). Unless either of the Parties hereto gives written notice to the other Party of its election to terminate this Agreement as provided in Paragraph 5 hereof, this Agreement shall automatically be extended at the end of the Initial Term and shall continue thereafter for successive periods of one (1) year each (the "Extended Term").

5. Termination. Either Party may terminate this Agreement without cause by giving the other Party written notice of termination as provided in Paragraph 8 hereof. Such notice of termination shall be effective as of midnight Pacific Standard Time on the day such notice shall be deemed to have been duly given under said Paragraph 8.

6. Obligations on Termination. In the event of termination by either Party, neither party shall be liable to the other because of such termination for compensation, reimbursement, or other consequential damages on account of loss of prospective profits or anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of either party or for any other reason whatsoever arising out of such termination, except as may otherwise specifically be provided elsewhere in this Agreement.

7. Survival of Indemnitor's Certification and Indemnity. The certification and indemnity by Indemnitor to Chamber, as set forth in Paragraph 1 and Paragraph 2 of this Agreement, and the covenants and conditions contained therein, shall be continuous and shall survive the termination of this Agreement.

8. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the Party's correct facsimile number, or (iii) on the third day after mailing, if mailed to the Party to whom notice is to be given by first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the other Party. A Party or other designated recipient may change his facsimile number and/or address by notifying the other Party of his/her new facsimile number and /or address in accordance with the procedures set forth in this Paragraph.

9. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

10. No Implied Waivers. A waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any breach the same or of any breach of another provision of this agreement.

11. Assignment. Neither party shall assign all or any part of this Agreement or any interest therein, or delegate all or any part of its obligations under this Agreement, without prior written consent of an authorized officer of the other party.

12. Binding Effect. Subject to the provisions of Paragraph 11 above, the covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

13. Time. Time is of the essence as to this Agreement and all of its provisions.

14. Effect of Headings. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

16. Construction. All words used in this Agreement shall be construed to include the plural as well as the singular number, and vice versa, words used in this Agreement in the present tense shall include the future as well as the present, and words used in this Agreement in the masculine gender shall include the feminine and neuter genders, whenever the context so requires.

17. Attorneys' Fees. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys', paralegals' and other professionals' fees and costs in addition to any other reasonable relief to which may be entitled.

18. Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in this Agreement, and no other agreement, statement or promise shall be valid or binding.

19. Amendments and Modifications. No amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto, or their authorized representatives.

20. Jurisdiction and Venue. With respect to any suit, action or proceeding arising out of or relating to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the courts of the County of Placer, State of California, if instituted in the State court or the Northern District of California, if instituted in Federal Court.

21. Authority to Bind. Each person executing this agreement represents, warrants, and covenants that he or she has full and legal authority to execute this Agreement for and on behalf of their respective corporation, partnership or other business entity and to bind such corporation, partnership or other business entity hereto.

22. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.  
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ROSEVILLE CHAMBER OF COMMERCE, Chamber

\_\_\_\_\_  
(Company Name), Indemnitor

By: \_\_\_\_\_

By: \_\_\_\_\_