

**INDEMNITY AGREEMENT**

**County of** \_\_\_\_\_ **Insured** \_\_\_\_\_  
**State of** \_\_\_\_\_  
**Date** \_\_\_\_\_ **Property Description**  
\_\_\_\_\_  
\_\_\_\_\_

Reference is made to the above captioned transaction in which Commonwealth Land Title Insurance Company (hereinafter referred to as COMMONWEALTH) is requested to issue its Policy of Title Insurance to the above named Insured. In connection therewith, COMMONWEALTH has been requested to furnish insurance against, or without exception for loss arising from:

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, Commonwealth Land Title Insurance Company is willing to issue its policy of title insurance pursuant to the aforesaid requirement only if the assurances and indemnities hereinafter set forth are provided by the undersigned indemnitors, and in consideration of such insurance and in order to induce COMMONWEALTH to so insure, the undersigned (hereinafter referred to as INDEMNITORS) agree and obligate themselves as follows:

- (1) The INDEMNITORS hereby indemnify COMMONWEALTH and agree to hold It harmless against any loss, claim, cost, damage or expense, including attorneys’ fees and court costs, which it may sustain, suffer or incur by reason of any lien, claim or action filed as a result of the insurance given above.
- (2) In the event that any lien, claim or action, indemnified against hereinabove, is filed, recorded, made or commenced against the above mentioned property, INDEMNITORS shall forthwith, after written demand to do so, provide for the defense at their own expense on behalf and for the protection of COMMONWEALTH and parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of COMMONWEALTH to defend if it so elects) in all litigation consisting of actions or proceedings based on any items which are the subject of this Indemnity Agreement which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the property or any part thereof, or interest therein; or cause such lien, claim or action to be removed, terminated, satisfied, released or otherwise dispose of in form and manner satisfactory to COMMONWEALTH; upon failure of the INDEMNITORS to so act, INDEMNITORS agree that COMMONWEALTH may undertake any action, cost or expense, including attorneys’ fees, which COMMONWEALTH deems necessary to cause such lien, claim or action to be removed, terminated, satisfaction, released or otherwise disposed of in form and manner satisfactory to COMMONWEALTH, and the INDEMNITORS expressly agree to reimburse COMMONWEALTH promptly the full and total amounts of any costs and expenses, including attorneys’ fees, incurred by it in connection therewith upon demand therefor.
- (3) Notwithstanding the performance of INDEMNITORS under the terms of the Agreement INDEMNITORS agree and hereby ratify any action, cost or expense, including attorneys’ fees, which COMMONWEALTH may undertake or incur in connection with its obligations under its Policy of Title Insurance with respect to any and all liens, claims or actions indemnified against hereunder, and the INDEMNITORS expressly agree to reimburse and repay COMMONWEALTH promptly the full and total amounts of any costs and expenses, including attorneys’ fees, incurred by it in connection therewith upon demand therefor.

- (4) Notwithstanding the performance of INDEMNITORS under the terms of this agreement, INDEMNITORS expressly agree to reimburse and repay COMMONWEALTH promptly the full and total amounts of any costs and expenses, including attorneys' fees, incurred by it in pursuing any right or remedy arising out of the Agreement against INDEMNITORS immediately upon demand thereof.
- (5) The term INDEMNITORS shall include the singular as well as the plural and, in the latter event, the INDEMNITORS agree that their liability hereunder will be joint and several, expressly agreeing that COMMONWEALTH may pursue any right or remedy arising out of this Agreement, and the undertaking herein stated against one or more of the INDEMNITORS without being required to pursue such right or remedy against the others.
- (6) Any notice required to be given to INDEMNITORS shall be deemed given if sent by certified or registered mail to INDEMNITORS at the following address:

\_\_\_\_\_

The INDEMNITORS agree to submit to the jurisdiction and service of any court having jurisdiction. And agree that service of process of any court having jurisdiction over the subject matter to the same extent and with the same force and effect as if the INDEMNITORS were resident at this address, hereby expressly waiving the benefits of any diversity of citizenship and preferred venue. Nothing contained herein shall be construed so as to obligate COMMONWEALTH to issue its Title Insurance Policy, in the form requested herein. However, should COMMONWEALTH issue any such Title Insurance Policy, it will do so in reliance upon the undertaking of the undersigned and the issuance of such Title Insurance Policy shall be the consideration for the above undertakings by the undersigned.

**FOR EXECUTION BY CORPORATIONS**

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its \_\_\_\_\_ President and attested by its Secretary and has caused its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_

\_\_\_\_\_ (Seal)

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Address of Corporation: \_\_\_\_\_

**FOR EXECUTION BY INDIVIDUALS**

In witness whereof, the undersigned have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

\_\_\_\_\_ (Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_