

Jasper-Newton Electric Cooperative, Inc.

INDEMNITY AGREEMENT

STATE OF TEXAS
COUNTY OF _____

Location #: _____

Account #: _____

FOR VALUE RECEIVED, the undersigned ("Indemnitor") jointly and severally agree, to indemnify, save and hold harmless Jasper-Newton Electric Cooperative, Inc. and its officers, employees, agents and other representatives ("Indemnitee") from any and all claims, actions, damages, liabilities, or litigation arising out of the required use of Cooperative equipment on my/our property, including, but not limited to, minor property damage such as rutting due to wet ground conditions and/or damage to sewer, water, gas, or any other underground utility lines.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, the Indemnitee will provide the undersigned timely notice of such claim, dispute, or notice. Thereafter, the undersigned shall, at its own expense, faithfully and completely defend and protect the Indemnitee against any and all liabilities arising from this claim, cause of action and/or notice.

If the undersigned should fail to so successfully defend, the Indemnitee may defend, pay or settle the claim with full rights of recourse against the undersigned for any and all fees, costs, expenses, and payments including, but not limited to, attorney fees and settlement payments, made and agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

SIGNED on _____, 20 _____.

Signature of Indemnitor

Printed Name: _____

Signature of Indemnitor

Printed Name: _____

Signature of Witness (Cooperative Employee)

Printed Name: _____