

## Section III: Indemnity Provisions

### **Note:**

***These examples may not be suitable for the reader's particular needs. All provisions and documents should be reviewed by legal counsel to determine their applicability to the Tour Operator's individual circumstances, operations and supplier agreements. This is not a legal document, nor should it be considered a legal opinion.***

### **Definition:**

Also known as "Hold Harmless" provisions, Indemnity Provisions are generally incorporated within a written agreement between the tour operator and the vendor/supplier. The provision usually (although not always) works both ways whereby the tour operator indemnifies the supplier for claims arising from its negligence and the supplier indemnifies the tour operator for claims arising from the supplier's negligence.

### **Example #1:**

"This agreement provides for a Hold harmless and Indemnification by 'Supplier/ Vendor/Destination Management Company'. This agreement and its provisions specifically address the use of owned, hired, non-owned automobiles, buses, and all other forms of transportation used in the delivery of services to clients of the "Tour Operator". "Supplier" agrees to indemnify and hold harmless "Tour Operator", its officers, employees, and agents harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing transportation services or subcontracting transportation services of any kind in which any client of "Tour Operator" is engaged."

### **Example #2:**

"Supplier/Vendor" shall defend, indemnify and hold harmless "Tour Operator", its officers, agents and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to, or death of, person(s), for damages to property, and/or for the loss of use thereof, and for errors and omissions caused by the "Supplier/Vendor", its officers, agents, subcontractors and employees, arising from, or related to, their performance under this agreement.

"Tour Operator" shall indemnify (client or vendor/supplier) against any damages, compensation, losses, expenses (including legal costs and any other costs associated with legal proceedings), fines, claims, penalties or other sums of whatever nature which (client or vendor/supplier) may incur as a result of any negligent act, act of omission, and/or breach of this contract by the Tour Operator, its employees, servants or agents under its control.

### **Example #3:**

"Each Party (Indemnifying Party) shall defend, indemnify and hold the other Party and its employees, officers, contractors, agents or affiliates harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities, including attorney's fees (hereinafter "Claims"), but only to the extent that such claims arise out of or result from the acts, errors or omissions of the Indemnify Party in the conduct of its travel agency operations.