# **IndemnificaTION agreement**

This Indemnification Agreement is entered into as of [\_\_\_\_\_], between [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Project Owner”) and the Climate Action Reserve, a California nonprofit public benefit corporation (the “Reserve”), and supplements the Project Owner’s Attestation of Title executed by the Project Owner on [\_\_\_\_\_\_\_\_\_\_\_] (the “Attestation of Title”), and the Reserve’s Terms of Use executed by the Project Owner via electronic execution on [\_\_\_\_\_\_\_\_\_\_].

NOW THEREFORE, the parties hereby agree to supplement the indemnification provisions in the Attestation of Title and Terms of Use as follows:

In exchange for valuable consideration, including participation by the Project Owner in the Reserve’s program in accordance with the Terms of Use and the issuance of Climate Reserve Tonnes (“CRT”s) to the Project Owner in connection with the [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project CAR # \_\_\_\_] (the “Project”), the Project Owner shall indemnify, hold harmless and defend, using counsel selected by the Reserve, the Reserve and its directors, officers, employees, agents, contractors, representatives, affiliates, successors and assigns from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, awards and judgments, including without limitation, any amounts paid in settlement or compromise and any fees and costs of attorneys and experts, in any way arising from or relating to (i) the [TITLE OF CONSERVATION EASEMENT OR OTHER DOCUMENT] by and between the Project Owner and [LAND TRUST OR OTHER PARTY] (“[COUNTERPARTY]”), recorded [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_County, [STATE], Doc No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] or (ii) ownership of any CRTs issued by the Reserve in connection with the Project, including without limitation (A) any claim by [COUNTERPARTY] or by any other individual, partnership, firm, association, corporation, limited liability company, trust, governmental body, or other entity or person (each a “Person”) that it has or had any right, title or interest in or to any such CRTs and (B) any claim by any direct or indirect transferee of any such CRTs or by any other Person regarding the validity of or any defects in any right, title or interest that it has or had in or to any such CRTs.

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed as of the date first written above.

 **Climate Action Reserve**

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

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 **[NAME OF PROJECT OWNER]**

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

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_