



INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT is given as of the _____ day of _____, 20____, by _____ ("AGENT"), in favor of LA ROSA REALTY, LLC (The "BROKER").

RECITALS:

- A. BROKER is a licensed real estate broker in the State of Florida (the "Business");
- B. AGENT desires to enter into an independent contractor relationship (the "Relationship") with BROKER with respect to the Business;
- C. BROKER, as an express condition precedent to entering into the Relationship, requires that AGENT execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing explanation, and of other valuable consideration, AGENT agrees as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated into this Agreement by reference herein.
2. DEFINITIONS. For purposes of this Agreement, the terms listed below will have the meanings ascribed respectively to each of them.

"Actions" means actions, inactions, commissions, omissions, representations, communications, dealings, negotiations, interactions, and all other events, and occurrences, of every nature and type whatsoever.

"Claims" means all claims, demands, Actions, causes of action, suits, liabilities, debts, accounts, reckonings, fines, penalties, controversies, reimbursement, compensation, setoff, trespasses, torts, negligence, damages, judgments, executions, obligations, losses, costs and expenses (including without limitation attorney's fees and costs of litigation before all tribunals), and claims for relief of any nature whatsoever, arising from or in connection with, or otherwise relating to, whether directly or indirectly, the Business and/or Relationship, whether cognizable at law, in equity, or otherwise.

3. SCOPE OF INDEMNITY. AGENT agrees to indemnify, defend, and hold BROKER harmless from all Claims incurred by or asserted against (as applicable) BROKER.
4. PERIOD COVERED. This Agreement shall remain in effect for as long as any Claims are or

may be asserted against or incurred by BROKER and shall continue for as long as any such Claims are pending.

3. **SELECTION OF LEGAL COUNSEL.** If AGENT becomes obligated under this Agreement to defend BROKER against any Claims, then AGENT shall vigorously defend against those Claims using legal counsel selected by or meeting the approval of BROKER. Further, BROKER shall have the right to retain legal counsel to assist and represent BROKER in connection with such Claims, and AGENT shall be obligated immediately upon receipt of BROKER's demand therefor, from time to time, to pay the attorney's fees and costs charged by BROKER's legal counsel.
4. **EXPENSES, ATTORNEYS' FEES, AND COSTS.** Should it become necessary for purposes of resisting, adjusting, or compromising any Claim, or for purposes of enforcing this Agreement, for BROKER to incur any expenses, or become obligated to pay any attorneys' fees, court costs, or costs of litigation, AGENT agrees to reimburse BROKER for such expenses, attorney's fees, or costs within a reasonable time, in no event to exceed fifteen (15) days, after receiving written notice from BROKER of the incurring of such expenses, attorneys' fees, or costs.
5. **PERSONS PROTECTED.** AGENT agrees that all of the protections that AGENT is obligated to provide to BROKER pursuant to this Agreement shall also be provided by AGENT to BROKER's officers, directors, employees, agents, and representatives, all of whom are acknowledged beneficiaries of this Agreement though not parties hereto.
6. **CUMULATIVE REMEDIES.** Remedies provided to BROKER by this Agreement, at law, and in equity are cumulative. No remedy shall be exclusive of any other remedies. BROKER's exercise of any particular remedy shall not preclude BROKER from exercising one or more additional or alternative remedies.
7. **WAIVER.** No alleged waiver by BROKER of any provision hereof shall be effective unless executed in writing by BROKER. No waiver of a provision hereof shall constitute a continuing waiver. BROKER's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies, or right to strict compliance. BROKER's acceptance of any late or inadequate performance shall not constitute a waiver or forfeiture of BROKER's right to treat such performance as an event of default or to require timely and adequate performance in the future.
8. **SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect BROKER's enjoyment of any material benefit intended by this Agreement, is found to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement will continue to be binding and enforceable.
9. **SURVIVAL.** All indemnities, covenants, warranties, rights and obligations set forth and provided for in this Agreement shall survive after the expiration hereof.
10. **PERSONS BOUND.** If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any judicial action brought to enforce the provisions of this Agreement or rights created herein shall lie in Orange County, Florida.
12. INTEREST RATE. Any amount due from AGENT to BROKER hereunder shall bear interest from the due date, to the time that payment thereof is made in full, at the highest lawful rate.
13. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be executed by any of the parties, and it shall not be necessary that the signature of each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party appear on at least one counterpart in order for this Agreement to bind all parties. All counterparts shall collectively constitute a single agreement.
14. FURTHER ASSURANCES. AGENT will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by BROKER, to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above-written.

Agent Signature

Agent Printed Name