

1 **ARTICLE 21 – INDEMNITY AND HOLD HARMLESS**

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3 **EXISTING LEASE LANGUAGE**

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5 15. Indemnity

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7 Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims,  
8 demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or  
9 Lessee’s employees, agents, subcontractors and their employees or agents and by any third  
10 parties which arise out of or result from or which are in any way connected with Lessee’s  
11 operations, whether resulting from the sole or concurrent negligence of Lessor, Lessee or other  
12 parties operating hereunder.

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14 **AUGUST DRAFT CHANGES**

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16 Lessee unconditionally agrees to respond to, investigate, provide defense for, protect against,  
17 save, indemnify and hold free and harmless the State, the Department of Natural Resources, the  
18 Board and the OMR of, from and against any and all demands, claims, causes of action,  
19 damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury  
20 or death to any person, or any harm, loss, damage or destruction of any property resulting from  
21 any act, omission, fault or negligence of Lessee or any of Lessee’s officers, employees, agents,  
22 representatives, contractors, subcontractors, licensees and invitees (or by any assigns or  
23 sublessees of Lessee whose Assignment is not approved by Lessor in accordance with Article 4  
24 above) in conducting activities or operations in, upon or under the Leased Premises pursuant to  
25 the rights granted by this Lease. The protections afforded by this provision equally apply to the  
26 officers, employees, agents and representatives of the referenced governmental entities.

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28 This general indemnity provision is in addition to and shall not be limited in any way by any  
29 specific indemnity provision contained elsewhere within this Lease.

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31 **PROPOSED RE-WRITE (TRACK CHANGES)**

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33 Lessee, including their successors and assigns, unconditionally agrees to respond to, investigate,  
34 provide defense for, protect against, save from, indemnify against, and hold free and harmless  
35 the State, the Department of Natural Resources, the Board and the OMR ~~of, from and against~~ any  
36 and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and  
37 attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss,  
38 damage or destruction of any property resulting from any act, omission, fault or negligence of  
39 Lessee or any of Lessee’s officers, employees, agents, representatives, contractors,  
40 subcontractors, licensees and invitees ~~(or by any assigns or sublessees of Lessee whose~~  
41 ~~Assignment is not approved by Lessor in accordance with Article 4 above)~~ in conducting or  
42 failing to conduct activities or operations ~~in, upon or under the Leased Premises~~ pursuant to the  
43 rights granted by this Lease. The protections afforded by this provision equally apply to the  
44 officers, employees, agents and representatives of Lessor, including the referenced governmental  
45 entities.

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2 This general indemnity provision is in addition to and shall not be limited in any way by any  
3 specific indemnity provision contained elsewhere within this Lease.

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5 **PROPOSED RE-WRITE (CLEAN VERSION)**

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7 Lessee, including their successors and assigns, unconditionally agree to respond to, investigate,  
8 provide defense for, protect against, save from, indemnify against, and hold free and harmless  
9 the State, the Department of Natural Resources, the Board and the OMR from any and all  
10 demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees  
11 arising from any harm, loss, injury or death to any person, or any harm, loss, damage or  
12 destruction of any property resulting from any act, omission, fault or negligence of Lessee or any  
13 of Lessee’s officers, employees, agents, representatives, contractors, subcontractors, licensees  
14 and invitees in conducting or failing to conduct activities or operations pursuant to the rights  
15 granted by this Lease. The protections afforded by this provision equally apply to the officers,  
16 employees, agents and representatives of Lessor, including the referenced governmental entities.

17  
18 This general indemnity provision is in addition to and shall not be limited in any way by any  
19 specific indemnity provision contained elsewhere within this Lease.

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