

# TITLE TOOLBOX INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Shaheen Law Firm, P.C.**, a Virginia Professional Corporation, with its principal office at 8890 Three Chopt Road, Richmond, Virginia 23229 (the "Indemnitee" or "Law Firm") and

\_\_\_\_\_, an individual licensed as a Virginia real estate licensee (the "Indemnitor" or "Real Estate Agent").

## RECITALS

WHEREAS, the Real Estate Agent desires to use certain lead-generating software known as Title Toolbox (the "Software") to assist in the marketing and promotion of real estate services;

WHEREAS, the Law Firm has provided access to the Real Estate Agent for the Software's use for such purposes, but is not responsible for the Real Estate Agent's use of the Software, information generated by such Software, or the Software's results;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**1. Indemnification.** The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee (including its employees, agents, partners, and affiliates) from and against any and all claims, actions, lawsuits, liabilities, losses, damages, expenses (including reasonable attorneys' fees), judgments, fines, or other costs (collectively, "Claims") arising from or related to the Real Estate Agent's use of the Software, whether such Claims arise from negligence, breach of law, or otherwise, including but not limited to:

- a.) Any violations or claims arising therefrom of federal, state, or local laws or regulations governing the use of lead-generating software including the Virginia Consumer Data Protection Act or the North Carolina Consumer Privacy Act;
- b.) Any violations or claims arising therefrom related to data privacy or the misuse of personal data generated by the Software, including any violations by Indemnitor of The National Do Not Call Registry; and
- c.) Any disputes with third parties arising from Indemnitor's use of the Software.

**2. Hold Harmless.** The Indemnitor agrees to hold harmless and release the Indemnitee from any and all liability or responsibility for any damages, losses, costs, or Claims arising from or related to the Real Estate Agent's use of the Software, including, without limitation, damages to reputation, business interruption, or economic losses.

**3. No Liability of the Law Firm.** The Law Firm does not assume any responsibility or liability for the legality, functionality, performance, or consequences of the Software's use. The Real Estate

Agent acknowledges and agrees that the Law Firm has no involvement in the operation or performance of the Software and has not made any representations or warranties regarding its effectiveness or compliance with applicable laws.

**4. Survival.** The indemnification and hold harmless obligations contained in this Agreement shall survive the termination of the Real Estate Agent's use of the Software and shall remain in full force and effect.

**5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles.

**6. Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**7. Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, representations, or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Indemnity and Hold Harmless Agreement as of the day and year first written above.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_