



COLONNA'S SHIPYARD, INC.

400 East Indian River Road
Norfolk, Virginia USA 23523
757-545-2414
www.colonnaship.com

Knock-for-Knock Indemnity Agreement

The Shipyard shall defend, indemnify and hold harmless the Owner, its agents, and the Vessel and its crew from all claims, suits, actions, *in personam* or *in rem*, and all loss and expense, including reasonable attorney's fees, on account of injuries to or death of employees of the Shipyard or its contractors, subcontractors, or vendors, or any of their employees, agents, or representatives, unless the injury or death is caused by the sole or concurrent fault of Owner. The Shipyard assumes no liability whatsoever for the gross negligence or willful misconduct of the Owner or its contractors, subcontractors, or vendors (including, but not limited to, the Vessel and its crew) or any of their employees, agents, or representatives, and Shipyard's indemnity obligation assumed hereunder shall not exceed the amount of Shipyard's collectible insurance coverage for any such injury or death. Additionally, the Shipyard's indemnity obligation shall not extend to any claim for bodily injury brought against Owner under §905(b) of the federal Longshore & Harbor Workers Compensation Act.

The Owner shall defend, indemnify and hold harmless the Shipyard, and its agents and employees from all claims, suits, actions, *in personam* or *in rem*, and all loss and expense, including reasonable attorney's fees, on account of injuries to or death of employees of Owner or its contractors, subcontractors, or vendors (including, but not limited to, the Vessel crew), or any of their employees, agents, or representatives, unless the injury or death is caused by the sole or concurrent fault of the Shipyard. Owner assumes no liability for the gross negligence or willful misconduct of the Shipyard or its contractors, subcontractors, or vendors or any of their employees, agents, or representatives, and Owner's indemnity obligation assumed hereunder shall not exceed the amount of Owner's collectible insurance coverage for any such injury or death.

I agree to the conditions set forth in this document, and understand that the provisions herein are applicable to all business dealings with Colonna's Shipyard Incorporated.

Company _____

Name _____

Title _____

Signature _____ Date _____