



INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made by and between:

(Client Name) _____ of (Client Address) _____

and Abella Studios LLC of 271 US Route 46 West Suite G-202 in Fairfield, New Jersey 07004 ("we", "us", the "Studio") and is effective as of the date signed below. Whereas the Client entered into an agreement with the Studio to produce one or more video productions as "work for hire" (the "service agreement"); and whereas the Client has provided / shall provide the Studio with recorded media to be used in the production thereof; and whereas the Client agreed to be responsible for obtaining all permissions and/or licenses necessary for use and/or inclusion of another's copyrighted work(s) in this work for hire, including, but not limited to synchronizations license(s); Now therefore in consideration of the mutual covenants and conditions contained in the above-referenced service agreement, the parties agree that:

1. Client represents to the Studio that he/she/they obtained the requisite permission(s) and/or license(s) to use the recorded media in any work for hire that is made pursuant to the parties' agreement(s).
2. Client will fully defend, indemnify, and hold harmless the Studio, and its members, officers, agents, employees, representatives, independent contractors, service providers and assigns, as well as any affiliate, parent, subsidiary, or successor entities from any and all claims, lawsuits, demands, causes of action, liability, loss, damages, and/or injury of any kind whatsoever (including without limitation, all claims for monetary loss, property damage, statutory damages, equitable relief, or personal injury) that may arise out of or in any way related to (a) the use, production or reproduction, publication or republication, performance, or broadcast of any copyrighted material(s) used in connection with the subject matter of the parties' agreement; (b) a breach by client of any of its obligations, representations, or warranties set forth in the parties' agreement(s); or (c) any violation or breach by client of any third-party rights, including, without limitation, any patent, copyright, trademark, or other proprietary right of a third party, or for any infringement of any intellectual property right arising from the use or reproduction of images or media that client hires Studio to produce, edit, or duplicate. This indemnification applies to and includes without limitation the payment of all penalties, fines, judgments, awards, decrees, legal fees, and related costs or expenses, as well as any reimbursements to the Studio for its own legal fees, expenses, and costs incurred.
3. These terms are binding on the parties, and cannot be modified, supplemented, or amended unless acknowledged in a writing signed by both parties.
4. If any legal action or other proceeding is brought in connection with this agreement, or to enforce its terms, the prevailing party must be awarded its legal fees and costs in addition to whatever monetary or equitable relief.
5. Any lawsuit or legal proceeding arising out of or relating to this agreement must be brought and litigated, if at all, in Essex County, New Jersey, or in the U.S. District Court for the District of New Jersey. Each party expressly consents and submits to this exclusive jurisdiction and venue.
6. If any provision of this agreement is held to be invalid or unenforceable for any reason, the parties agree that the remaining provisions continue to be valid and enforceable. Further, the parties agree that if a court finds that any provision of this agreement is in-valid or unenforceable, but that by limiting such pro-vision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced in that manner. It is the intent of the parties to provide as broad an indemnification as possible under the laws of the state of New Jersey, as well as any applicable federal laws or regulations. In the event that any aspect of this agreement is deemed unenforceable, the court is empowered to modify these terms in a manner that affords the maximum amount of indemnification allowed under New Jersey law.

Your Signature (Client)

Today's Date