**Indemnity In The Form Of Agreement**

THIS AGREEMENT made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_ between AA. etc. of the one part and BB. etc. of the other part.

WHEREAS by a deed of lease dated the\_\_\_\_\_\_\_\_\_ the said BB. demised certain land to the said AA. and one YZ., since deceased, for a term of nine years from \_\_\_\_\_\_\_\_\_;

AND WHEREAS one of the conditions entered in the said lease was that during the first year the said BB. will not require the said lessees to pay rent for uncultivated land;

AND WHEREAS though the whole of the demised land was not cultivated during the first year, full rent for that year was realized by the said BB. on the alleged ground that the aforesaid condition was not intended to apply to this lease, and that it was by an accidental omission that the same was not scored out of the printed form of lease before execution;

AND WHEREAS the said AA. and YZ. served a notice on the said BB. threatening to file a suit against the said BB. for refund of the amount of rent so realized from them in violation of the aforesaid condition;

AND WHEREAS the said YZ. died leaving behind him as his heirs two minor sons CC. and M.N. who are under the natural guardianship of their mother FF.;

AND WHEREAS the said AA. and the said FF. on behalf of her said minor sons CC. and DD. have withdrawn the aforesaid notice and have agreed to forego their claim for the said refund on the said BB. agreeing to revise the term of the said lease and to extend the same from nine to twelve years;

AND WHEREAS in consideration of the aforesaid agreement of the said BB, the said AA. has agreed to indemnify the said BB. from any claim which the said minor sons of the said YZ., may institute for refund of the said amount of rent in spite of the said FF. relinquishing the same on their behalf;

NOW THESE PRESENTS WITNESS that in pursuance of the said agreement and for the consideration aforesaid the said AA. hereby agrees always to indemnify and keep harmless the said BB. from any claim which the aforesaid CC. and DD. or either of them or their respective successors or assigns or any of them may at any time institute for refund of any part of the rent paid by the said AA. and YZ. for the year \_\_\_\_\_\_\_\_\_ under the aforesaid deed of lease dated the \_\_\_\_\_\_\_\_\_,

IN WITNESS WHEREOF etc.