

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this 8/29/2022 day of august29, 2022 (the "Execution Date"),

BETWEEN: customers& contractor signed contracts

Double Helix construction of Joshua cruz

BACKGROUND:

1. The Indemnatee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Service.
2. The Indemnifier wishes to minimize any hardship the Indemnatee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Service.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnatee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnatee agree as follows:

Definitions

1. The following definitions apply in the Agreement:
 - a. "Service" means the following:
Remodeling and renovation.all customers agree.
 - b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnatee including lawyers' fees.
 - c. "Notice of Claim" means a notice that has been provided by the Indemnatee to the Indemnifier describing a claim or action that has or is being brought against the Indemnatee by a Third Party.
 - d. "Notice of Indemnity" means a notice that has been provided by the Indemnatee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnatee.
 - e. "Parties" means both the Indemnatee and the Indemnifier.
 - f. "Party" means either the Indemnatee or the Indemnifier.
 - g. "Third Party" means any person other than the Indemnifier and the Indemnatee.

Indemnification

2. The Indemnifier will hold harmless and indemnify the Indemnatee against any and all claims and actions arising out of the participation of the Indemnatee in the Service, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnatee's participation in the Service, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnatee against a claim caused by the negligence or fault of the Indemnatee, its agent or employee, or any third party under the control or supervision of the Indemnatee, other than the Indemnifier or its agent, employee or subcontractor.
3. In the case of a criminal proceeding, the Indemnifier will indemnify the Indemnatee against all amounts including, without limitation, Expenses, judgments, fines, settlements, and other

amounts actually and reasonably incurred by the Indemnitee subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Exceptions to Indemnification

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Service where:
 - a. in the case of a civil claim, the Indemnitee did not act in good faith and in a reasonable manner;
 - b. in the case of a criminal action, the Indemnitee had reasonable cause to believe its conduct was unlawful;
 - c. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
 - d. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
 - e. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

Notice of Claim

5. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

Authorization of Indemnification

6. In any case where the Indemnatee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnatee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnatee. In all cases the Indemnifier will bear all costs of any independent determination.
7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon an admission of guilt or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner or, in the case of a criminal action, that the Indemnatee had reasonable cause to believe that the Indemnatee's conduct was unlawful.

Assumption of Defense

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnatee.
10. Once the Indemnifier has notified the Indemnatee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnatee for any further Expenses subsequently incurred by the Indemnatee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnatee that the defense of claim has been assumed by the Indemnifier, the Indemnatee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnatee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnatee.

Failure to Defend

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnatee may defend against the claim or action in any manner the Indemnatee deems appropriate. The Indemnifier will promptly reimburse the Indemnatee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Settlement and Consent of Indemnifier

12. The Indemnatee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

Settlement and Consent of Indemnatee

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnatee. The Indemnatee will not unreasonably withhold consent to any settlement.

Cooperation

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnatee in the Service.
15. The Indemnatee agrees to cooperate in good faith and provide any and all information within the Indemnatee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnatee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

Expenses

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnatee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnatee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Advances of Expenses

18. At the written request of the Indemnatee, the Indemnifier will advance to the Indemnatee any Expenses, including lawyers' fees, incurred by the Indemnatee in defending any action brought against the Indemnatee. Where reasonable, and to minimize hardship to the Indemnatee, advance payments may be made prior to the disposition of any claim.

19. The Indemnatee agrees to repay to the Indemnifier any advance payments of Expenses where a determination is ultimately made that the Indemnatee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

Payment

20. All payments made by the Indemnifier to the Indemnatee will be made in full in immediately available funds within sixty days of receipt of Notice of Indemnity from the Indemnatee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnatee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnatee will contain a listing of items covered under the payment.

Enforcement

22. If any right or remedy claimed by the Indemnatee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty days after a written Notice of Indemnity has been submitted by the Indemnatee to the Indemnifier, the Indemnatee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnatee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnatee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnatee is not entitled to indemnification under this Agreement.

Insurance

24. The Indemnifier, at its sole discretion, will make the good faith determination whether or not it is reasonable for the Indemnifier to obtain liability insurance against its potential liability in protecting the Indemnatee under this Agreement. The Indemnifier will select an insurer with a reliable reputation and, among other considerations, will weigh the costs of obtaining this insurance coverage against the protection afforded by this coverage.

Duration

25. The rights and obligations of the Indemnatee and the Indemnifier under this Agreement will continue:
 - a. so long as the Indemnatee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational,

administrative or investigative that results from the participation of the Indemnatee in the Service; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnatee.

Unlimited Indemnification

- 26. Under this Agreement, indemnification will be unlimited as to amount.

Full Release

- 27. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnatee of their obligations under this Agreement.

Further Action

- 28. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

Subrogation

- 29. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnatee. The Indemnatee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

Amendments

- 30. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnatee.

Assignment of Indemnifier Rights and Obligations

- 31. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnatee.

Assignment of Indemnatee Rights and Obligations

32. The rights and obligations of the Indemnatee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

Confidentiality

33. Both the Indemnifier and the Indemnatee and their respective employees and agents will at all times maintain confidential all information pertaining to this Agreement except where required to disclose under any regulatory or other competent authority or as otherwise required by law.

Notices

34. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

Governing Law

35. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Jurisdiction

36. The courts of the State of Missouri are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

General Provisions

37. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnatee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
38. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

39. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
40. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
41. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
42. Time is of the essence in this Agreement.
43. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
44. Headings are inserted for the convenience of the Parties only and will not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Indemnatee and the Indemnifier have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Double Helix construction (Indemnatee)

Authorized Signatory

(Indemnifier)