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#### Practice Areas

Construction Law  
Business Litigation  
Alternative Dispute Resolution  
Zoning, Planning and Land Use  
Corporate Law and Governance  
Real Estate and Finance  
Bankruptcy and Insolvency

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## Ask The Expert - Mass High Tech

### Are indemnity clauses inconsequential boilerplate?

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Nearly every contract contains an indemnity clause. An indemnity clause typically sets forth the circumstances under which you may be obligated to reimburse the other side for losses which are somehow attributable to your acts or omissions. These clauses are so common that many don't even read them, assuming that they are of little consequence. Nothing could be further from the truth. The scope of an indemnity clause could affect your very survival as a viable entity. Each indemnity clause should be tailored to your specific situation. Even if it is non-negotiable, you should examine that clause carefully so that you know the extent of your potential liability and whether that risk is one you want to assume.