

**AGREEMENT OF INDEMNIFICATION**  
**(Mechanic's Lien)**

This Agreement of Indemnification is made by \_\_\_\_\_  
(hereinafter referred to as "Indemnitor(s) for the benefit and protection of Rainier Title, LLC.  
(hereinafter referred to as "The Company");

WHEREAS, The Company is being requested to issue its policy(ies) of title insurance insuring an interest in or title to the real property in the County (Counties) of KING/SNOHOMISH, State of WASHINGTON, described in Commitment Number \_\_\_\_\_ issued by Rainier Title, LLC, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ or which is described as:

and

WHEREAS, The Company is unwilling to issue said policy(ies) without an exception(s) as to the liens of mechanics which affect or may affect the title hereto; and

WHEREAS, the Indemnitor recognizes that The Company, in the normal course of its business, would not issue its policy(ies) insuring over mechanic's liens unless the Indemnitor indemnifies The Company as hereafter agreed.

NOW THEREFORE, THE INDEMNITOR AGREES that, in consideration of the issuance of a policy(ies) of title insurance without showing therein any exception for mechanics' liens, the Indemnitor does hold harmless, protect and indemnify The Company from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by The Company under, or arising directly or indirectly out of the issuance of any policy(ies) covering said land issued in manner so desired by Indemnitor; or under, or arising directly or indirectly out of the issuance of any policy(ies) of title insurance covering said land or any portion thereof, which The Company or its agents may at any time thereafter issue; and resulting directly or indirectly from any of the mechanics' liens indemnified against, or from any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of any said mechanics' liens or the omission to show any of the same in any policy of title insurance of title report.

AND THE INDEMNITOR FURTHER AGREES that the Indemnitor will diligently provide for the defense of action based upon any mechanics liens, counsel to be selected and/or approved by The Company at its sole discretion, and will promptly do all things necessary or appropriate to cause the title to said land to be cleared of the effect of said mechanics' lien and any other matters based thereon or arising directly to indirectly therefrom, and of any cloud on title created by expense of Indemnitor. If Indemnitor shall fail so to do then The Company may claim or demand based thereon if The Company deems such actions necessary for the protection of any of its insureds under any policy or of itself; and Indemnitor shall promptly reimburse The Company for any payment, expense or expenditure made or incurred in so doing. If The Company holds any funds or security for the obligations of Indemnitor hereunder, it shall not be obligated to resort to such funds or security before enforcing the obligations of Indemnitor; but may enforce such obligations by any lawful means in the same manner and to the same extent as if no such funds or security were held.

AND THE INDEMNITOR FURTHER AGREES that for the purpose of carrying out the provisions of the last mentioned paragraph, Indemnitor does hereby name, constitute and appoint The Company its attorney-in-fact to do all things necessary and convenient.

AND THE INDEMNITOR FURTHER AGREES that in the event any judgment shall be or shall have been rendered or any process shall be or shall have been issued, based upon mechanics' liens or any other matters growing out of any of the same, under which a sale could be held affecting or purporting to affect said land or any portion thereof, Indemnitor promises and agrees that it will satisfy the same and cause the same to be satisfied and discharged of record prior to the occurrence of any such sale.

AND THE INDEMNITOR FURTHER AGREES that nothing herein shall be construed as an obligation on the part of The Company to issue any policy(ies) of title insurance nor an obligation on the part of The Company to obtain the issuance thereof, but in the event The Company does issue any policy(ies) in the manner contemplated, the undersigned Indemnitor gives the assurance and makes the agreements herein set forth, for the benefit of The Company.

AND THE INDEMNITOR FURTHER AGREES that The Company is hereby granted the right, at any time or from time to time, to examine the books, accounts and right, at any time or from time to time, to examine the books, accounts and records of Indemnitor pertaining to any works of improvement upon the land, and Indemnitor will, upon request, promptly furnish The Company with copies of all receipted bills or other evidence of payment of set-off for works of improvement upon the land and such other and further assurances and/or security as may be reasonably requested by The Company for its protection from liability.

AND THE INDEMNITOR FURTHER AGREES that The Company is hereby granted the right to rely upon the Agreement in issuing policy(ies) to title insurance with respect to the land, whether of not Indemnitor is the person ordering the same, regardless of any change in ownership, title or interest in the land or the works of improvement thereon, or of any change of Indemnitor's interest therein. Said right shall extend to subsequent policies issued with respect to the land. However, Indemnitor may terminate said right at any time by giving a notice of termination in writing, describing the land, signed by Indemnitor and delivered to The Company. The notice given under this paragraph shall be effective within a reasonable time after receipt by The Company.

AND THE INDEMNITOR FURTHER AGREES that wherever the term policy(ies) is used in the Agreement, it also shall include any document issued to its customer such as binders, commitments, title reports, guarantees, letter report.

AND THE INDEMNITOR FURTHER AGREES that, if suit shall be brought to enforce this Agreement, Indemnitor will pay the attorneys' fees of The Company.

AND THE INDEMNITOR FURTHER AGREES that all of the obligations of Indemnitor hereunder shall be several as well as joint. All of the provisions of this Agreement shall insure to the benefit of and bind the parties hereto and their legal representatives and successors in interest.

IN WITNESS THEREOF, the Indemnitors have executed this Mechanic' Lien Agreement of Indemnification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

INDIVIDUALLY

---

PRESIDENT