

Sole Shareholder/Chief Executive Officer
For **ALL CAPS NAME**

**HOLD HARMLESS AND INDEMNITY AGREEMENT
THIS SHOULD BE HH AND YOUR BIRTHDATE WITHOUT ANY SYMBOLS**

Non-Negotiable - Private Between the Parties:

Debtor:

ALL CAPS NAME TM© - trade-name

C/O ADDRESS

NORMAL CITY AND ZIP CODE - NO BRACKETS IN ZIP CODE

Creditor:

Beneficiary Name TM© Example: Tara-Jean: Jarrett (do not have to put Beneficiary at the end because it is identifying you as the creditor)

C/O Address

City, State [zip code]

...and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: **social security number with dashes** related to
Bond Number **registration of birth certificate #**

This Hold-Harmless and Indemnity Agreement is mutually agreed upon and entered into in this _____ Day of _____ in the Year of Our Lord **Two Thousand and Twenty-Three** between the juristic person: **ALL CAPS NAME** TM©, and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor", except, **Beneficiary Name** TM©, the living, breathing, flesh-and-blood man/woman, known by the distinctive appellation **Beneficiary Name** TM© hereinafter "Creditor".

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Defined; Glossary of Terms:

As used in this Hold-Harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, *non obstante*:

Appellation. In this Hold-Harmless and Indemnity Agreement the term “appellation” means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man/woman.

Conduit. In this Hold-Harmless and Indemnity Agreement the term “conduit” signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods, and services, via the name **ALL CAPS NAME** TM©, also known by any and all derivatives and variations in the spelling said name of Debtor except all derivatives and variations in the spelling of the name of **Beneficiary Name** TM©, **Creditor.**

Creditor. In this Hold-Harmless and Indemnity Agreement the term “Creditor” means **Beneficiary Name** TM©, and all derivatives and variations in the spelling of the name of **Beneficiary Name**. In this Hold-Harmless and Indemnity Agreement the term “Debtor” means **ALL CAPS NAME** TM©, also known by any and all derivatives and variations in the spelling of said name excepting **Beneficiary Name** TM© and all derivatives and variations in the spelling of the name of **Beneficiary Name** TM©.

Derivative. In this Hold-Harmless and Indemnity Agreement the word “derivative” means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another fundamental nature; anything derived from another.

Ens legis. In this Hold-Harmless and Indemnity Agreement the term “ens legis” means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law, as contrasted with a natural person.

Hold-Harmless and Indemnity Agreement. In this Hold-Harmless and Indemnity Agreement the term “Hold-Harmless and Indemnity Agreement” means this Hold-Harmless and Indemnity Agreement No. **HH# from the top** as this Hold-Harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder,, together with all attachments, exhibits, documents, endorsements, and schedules in reference to this Hold-Harmless and Indemnity Agreement attached **ALL CAPS NAME** TM©. In this Hold-Harmless and Indemnity Agreement the **ALL CAPS NAME** TM© means **ALL CAPS NAME** TM© and any and all derivatives and variations in the spelling of said name except, **Beneficiary Name** TM© and all derivatives and variations in the spelling of the name **Beneficiary Name** TM©. Common Law Copyright **Year of Birth** by **Beneficiary Name** TM©. All Rights Reserved.

In this Hold-Harmless and Indemnity Agreement the term **Beneficiary Name** TM© means the sentient, living, flesh-and-blood man/woman identified by the distinctive appellation **Beneficiary Name** TM© and all derivatives and variations in the spelling of the name **Beneficiary Name** TM©. All rights are reserved reference use of **Beneficiary Name** TM©. Autograph Common Law Copyright **Year of Birth**.

Juristic person. In this Hold-Harmless and Indemnity Agreement the term “juristic person” means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. **ALL CAPS NAME** TM© which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

“From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing, that is, juristic persons other than human beings. The

theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation— — Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in *Berkey v. Third Avenue R. Co.*, 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA*, 333 U.S. 795; 68 S. Ct. 855; 1948 U.S. "Observation: A person has a property right in the use of his or her name which a person may transfer or assign." *Gracey v. Maddin*, 769 S. W. 2nd 497 (Tenn. Ct.App.1989).

Living, breathing, flesh-and-blood man/woman. In this Private Agreement the term "living, breathing, flesh-and-blood man/woman" means the Creditor **Beneficiary Name**^{TM©}, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person created by construct of law.

Non obstante. In this Private Agreement the term "*non obstante*" means: Words anciently used in public and private instrument with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E. 70.

Sentient, living, being. In this Private Agreement the term "sentient, living being" means the Creditor, i.e.. **Beneficiary Name**^{TM©}, a living, breathing, flesh-and-blood man/woman, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

Transmitting Utility. In this Hold-Harmless and Indemnity Agreement the term "transmitting utility" means a '**commercial transmitting utility**,' i.e. a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. **ALL CAPS NAME**^{TM©} UCC. In this Hold-Harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-Harmless and Indemnity Agreement No. **HH # FROM THE TOP OF PAGE** is dated: the ____ Day of _____ in the Year of Our Lord **Two Thousand and Twenty Three**.

ALL CAPS NAME^{TM©} - Debtor

Creditor accepts Debtor's signature in accord with UCC §§ 1-201 (39), 3-401 (b)

By: _____

Beneficiary Name ^{TM©}
American National 8 U.S.C. § 1101 (a)(21)
Without Prejudice, without recourse UCC 1-308
The Grantor/Executor/rix/Director/Heir
Sole Shareholder/Chief Executive Officer
for **ALL CAPS NAME TRUST**

ACKNOWLEDGEMENT

YOUR STATE State

_____ County

Before me, on this _____ Day of _____, 2023 Anno domino, **Beneficiary Name** ^{TM©}, personally known to me (or proved to me on the basis of satisfactory evidence) to be the natural man/woman described herein, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument executed the instrument. Purpose of Notary Public is for identification only, and not for entrance into any foreign jurisdiction.

Notary Public

Seal: