### HOLD HARMLESS AND INDEMNITY AGREEMENT NO.

### JHD-031287-HHIA-040722

### (Replace the above with your Initials, your DOB, and the date this document was created, in that order)

**NON-NEGOTIABLE BETWEEN THE PARTIES** **PARTIES**

**Bailee:**

c/o John-Henry: Doe

77 Independence Lane

Hometown, New Jersey

EIN #: 123456789 (SSN no dashes)

Non-domestic without the UNITED STATES

**BAILOR:**

JOHN HENRY DOE©,

“THE DEBTOR”; an Ens Legis,

77 Independence Lane

Hometown, NJ 11132

Organization Number: 123-45-6789 (SSN)

#### **Agreement**

This private non-negotiable and non-transferable, Hold Harmless And Indemnity Agreement supplements and controls previous such agreements between the same parties, and is mutually agreed upon and permanently entered into this Sunday, June 18, 2022 (Date Notarized) by and between an “Ens Legis”, an incorporeal “Corporate Fiction” known as JOHN HENRY DOE© THE BAILOR (referred to as “THE DEBTOR” herein) Connecticut Certificate of Live Birth #010-45-678912, Organization #123-45-6789 (SSN); and the peaceful, non-adverse non-belligerent, and noncombatant, sentient living, breathing, flesh-and-blood homo-sapien, known by the distinctive appellation John-Henry: Doe, the bailee (referred to as “Secured Party” herein) a Creditor Identification #123456789 (SSN). The Parties acknowledge they agree to be bound by the terms of this Hold Harmless and Indemnity Agreement.

For valuable consideration, THE DEBTOR hereby expressly agrees and covenants, without benefit of discussion, and without division, that THE DEBTOR holds harmless and undertakes the indemnification of Secured Party, nunc pro tunc 03/11/1986 (DOB), from and against, any and all legal claims and/or legal actions; including without limitation to all orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, services, damages, interests, as well as all liabilities and expenses whatsoever, both absolute and contingent, as are due and/or might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on THE DEBTOR and/ or the collateral; including without limitation to its property, products, proceeds and assets that arise therefrom; for any reason, purpose and cause whatsoever. THE DEBTOR does hereby expressly covenant and agree that Secured Party shall never under any circumstances whatsoever, be considered an accommodating party nor a surety for THE DEBTOR.

Ambiguities and Interpretation: Each party acknowledges receipt of this Hold Harmless And Indemnity Agreement, has had the opportunity to have counsel review this agreement and agrees that any rule of construction claiming ambiguities is to be resolved in favor of Secured Party and shall not apply in the interpretation of this agreement, its amendments, or any documents therefrom. All statements in this instrument are important to the Parties. Misunderstandings have been resolved prior to execution.

Authority to Represent: A signer of this agreement on behalf of a THE DEBTOR certifies that he has the authority to sign this agreement and that this transaction has been duly authorized by THE DEBTOR.

#### **Words Defined Glossary of Terms**

As used in this Hold Harmless and Indemnity Agreement, the following words and terms are as defined in this section, non-obstante:

1. **Appellation:** A general term introduces and specifies a particular term used in addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood homo-sapien.
2. **Bailee:** John-Henry: Doe, Bailee is a person who receives personal property from another as bailment.
3. **Bailment:** A delivery of personal property by one individual the Bailor to another person the Bailee who holds the property for a certain purpose under an express or implied-in-fact contract.
4. **Bailor:** JOHN HENRY DOE© A Person who delivers personal property to another as a bailment.
5. **Collateral:** Any and all the property, rights, and every store of value held by THE DEBTOR whether now existing or hereafter acquired including without limitation to: (1) Security Agreement Item No. “#JHD-031186-CSA-123456789-SA” including without limitation to all the related documents therefrom;

(2) “SCHEDULE A” along with; (3) any and all of THE DEBTOR’s property, including THE DEBTOR’s name, all accounts, tangible and intangible property, chattel papers, and all the products, proceeds and assets that arise therefrom; as well as; (4) all of THE DEBTOR’s income from every source and (5) all direct and indirect, absolute or contingent, due or to become due, now existing or hereafter arising, presumed or actual, and all parol or expressed indebtedness and liabilities held by THE DEBTOR and all products and proceeds which arise therefrom.

1. **Conduit:** Conduit signifies means of transmitting and distributing energy and affects the production of labor such as goods or services by way of JOHN HENRY DOE, JOHN H DO, J H DOE, JHD, JOHN DOE OR JOHN HENRY DOE© including, but not limited to, any and all variations and derivatives of Bailee except John-Henry: Doe or any variations and derivatives thereof.
2. **Creditor:** Means John-Henry: Doe as creditor and Bailee.
3. **THE DEBTOR:** JOHN HENRY DOE, JOHN H DOE, J H DOE, JHD, JOHN DOE means including, but not limited to, any and all variations and derivatives in spelling of said name except John-Henry: Doe.
4. **Derivative:** Coming from another; taken from something preceding, secondary; that which has not the origin in itself, but obtains existence from something foregoing and a fundamental nature; anything derived from another.
5. **Ens legis:** A creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.
6. **Juristic person:** An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a homo-sapien; an imaginary entity, such as THE DEBTOR, i.e. JOHN HENRY DOE© upon basis of legal reasoning, is legally treated as a homo-sapien for the purpose of conducting commercial activity for the benefit of a biological living being such as Creditor.
7. **JOHN HENRY DOE©:** THE DEBTOR JOHN HENRY DOE, JOHN H DOE, J H DOE, JHD, JOHN DOE means JOHN HENRY DOE© including, but not limited to, any and all variations and derivatives in the spelling of said name except John-Henry: Doe.
8. **Living breathing flesh and blood:** The Creditor John-Henry: Doe. Bailee a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law.
9. **Non-obstante:** The term non-obstante means words anciently used in public and private instruments with

intent of precluding in advance ‘any interpretation’ other than certain declared objects, purposes.

1. **Sentient living being:** The Creditor, i.e. John-Henry: Doe. Bailee, a living breathing flesh and blood homo-sapien, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association.
2. **Transmitting Utility:** The term transmitting utility means a conduit, e.g., THE DEBTOR, i.e. JOHN HENRY DOE©, including, but not limited to, any and all variations and derivatives in the spelling of said name except John-Henry: Doe.
3. **U.C.C.:** Uniform Commercial Code.

### SIGNATURES

THE DEBTOR acknowledges and agrees to be bound by all the terms and conditions in this Hold Harmless and Indemnity Agreement and Secured Party accepts for value THE DEBTOR’s signature as representative of all derivations thereof in accord with the Uniform Commercial Code.

This Hold Harmless and Indemnity Agreement is dated: 18th day of June Two Thousand Twenty Two.

**DEBTOR: JOHN HENRY DOE©**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOHN HENRY DOE©, DEBTOR

DEBTOR Signature

The DEBTOR acknowledges and agrees to be legally bound to all the terms and conditions of this Hold Harmless and Indemnity Agreement.

**Acknowledgement**

**united states of America**

**state of New Jersey s.a.**

**county of Providence**

Autographed before me this day of , 2022 by the living man herein, born on the dry ground and dry land of the Republic of Connecticut, one of the several States of the Union Solemnly affirmed under the penalties of perjury under the Law of God and the Maxims of Equity that every statement given above is the whole truth to the best of their knowledge. Using a notary on this document does not constitute any adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Subscribed and Affirmed before me on this day of

 , 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Witness

**Secured Party: John-Henry: Doe©**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John-Henry: Doe, Secured Party Creditor

U.C.C. 1-308, Jus soli Autograph

Autograph Common Law Trade-name

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Secured Party accepts for value this Hold Harmless and Indemnity Agreement and any and all of the DEBTOR’s property including the collateral list described on Schedule A.

**Acknowledgement**

**united states of America**

**state of New Jersey s.a.**

**county of Providence**

Autographed before me this day of , 2022 by the living man herein, born on the dry ground and dry land of the Republic of Connecticut, one of the several States of the Union Solemnly affirmed under the penalties of perjury under the Law of God and the Maxims of Equity that every statement given above is the whole truth to the best of their knowledge. Using a notary on this document does not constitute any adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

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Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Witness