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The 5 W's and 1 H of Drafting Indemnification Provisions in Energy Contracts

Indemnification provisions in contracts are commonplace but can be quite complex. It is easy to understand why, given that the triggering of an indemnification provision can be a very costly event. These provisions should be drafted with great care, with attention paid to the who, what, when, where, why, and how of each unique situation. Barbara Y. Strnad is experienced in the drafting and interpretation of commercial contracts. She ensures that her clients realize their business objectives, while bringing deals to successful conclusion.

In the November 2020 issue of the *ACC Docket*, published by the Association of Corporate Counsel, Ms. Strnad and Jennifer L. Jaskolka, Assistant General Counsel of Xcel Energy, discuss important factors to consider when drafting indemnification provisions.

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