

# HOLD HARMLESS AND INDEMNITY AGREEMENT

HHIA-0917153622KHN

Non-Negotiable - Private Between the Parties

## PARTIES:

Debtor:	Creditor:
KASHAN HASSAN NIZAMI© trade-name	Kashan H. Nizami©
1509 WILSON TERRACE	c/o 1401 McDonald Way Apt.14.
GLENDAL, CALIFORNIA, 91206	Bakersfield, California 93309

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

Debtor's Social Security Account Number: XXX-XX-3622

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this Seventh Day of the Tenth Month in the Year of Our Lord Two Thousand Fifteen between the juristic person: "KASHAN HASSAN NIZAMI©," and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor," except, "Kashan H. Nizami©," the living, breathing, flesh-and-blood man, known by the distinctive appellation Kashan H. Nizami©, 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.

**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, "KASHAN HASSAN NIZAMI©," also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Kashan H. Nizami©," Creditor.

**Creditor.** In this Hold-harmless and Indemnity Agreement the term "Creditor" means "Kashan H. Nizami©" and all derivatives and variations in the spelling of the name of "Kashan H. Nizami©".

**Debtor.** In this Hold-harmless and Indemnity Agreement the term "Debtor" means "KASHAN HASSAN NIZAMI©," also known by any and all derivatives and variations in the spelling of said name excepting "Kashan Hassan Nizami©" and all derivatives and variations in the spelling of the name of "Kashan H. Nizami©".

**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.

**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. HHIA-0917153622KHN 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 re this Hold-harmless and Indemnity Agreement attached "KASHAN HASSAN NIZAMI©." In this Hold-harmless and Indemnity Agreement the "KASHAN HASSAN NIZAMI©" means "KASHAN HASSAN NIZAMI©" and any and all derivatives and variations in the spelling of said name except, "Kashan H. Nizami©" and all derivatives and variations in the spelling of the name "Kashan H. Nizami©." Common Law Copyright © 2015 by "Kashan H. Nizami©." All Rights Reserved.

In this Hold-harmless and Indemnity Agreement the term "Kashan H. Nizami©" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Kashan H. Nizami© and all derivatives and variations in the spelling of the name "Kashan H.

Nizami©." All rights are reserved re use of "Kashan H. Nizami©." Autograph Common Law Copyright 2015.

**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. KASHAN HASSAN NIZAMI© 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 the 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 (Term. Ct. App. 1989).

**Living, breathing, flesh-and-blood man.** In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor "Kashan H. Nizami©", 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. (Cited for reference only)

**Sentient, living, being.** In this Private Agreement the term "sentient, living being" means the Creditor, i.e. "Kashan H. Nizami©", a living, breathing, flesh-and-blood man, 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. KASHAN HASSAN NIZAMI©.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. HHIA-0917153622KHN is dated: the Seventh Day of the Tenth Month in the Year of Our Lord Two Thousand and Fifteen.

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

Debtor: KASHAN HASSAN NIZAMI© Creditor: Kashan H. Nizami©

KASHAN HASSAN NIZAMI©  
Debtor's Signature

Kashan H. Nizami  
Creditor's Signature - Autograph  
Autograph Common Law Copyright©



By: Kashan H. Nizami©. All Rights Reserved.

**ACKNOWLEDGEMENT**

County of Kern )  
 ) Scilicet  
California state )

SUBSCRIBED TO AND SWORN before me this 7<sup>th</sup> day of October, A.D. 2015, a Notary, that Kashan H. Nizami personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

see attached Seal;  
Notary Public  
My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of Kern

On 10/7/15 before me, Antoinette Laura Rodriguez

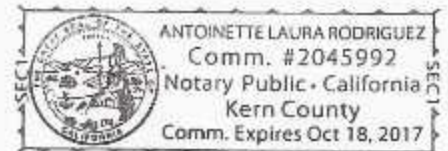
Notary public personally appeared Kashan H. Nizami

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Antoinette L. Rodriguez, Notary Public  
Signature of Notary Public (Notary Seal)



*ADDITIONAL OPTIONAL INFORMATION*

*Description of the attached document*

Hold Harmless and Indemnity Agreement

*Document date*

10/7/15

*Number of Pages*

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