

Drilling Contracts and Master Service Agreements

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Overview

- Indemnity Issues
- Insurance Issues
- Restrictions on indemnity
- Some Drilling Contract Pitfalls
- Some indemnity examples

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Basic Indemnity Issues

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“Regardless of Fault” Indemnities

- Generally allowed, but not favored
- Generally based on status
- Have several drafting concerns regarding both enforceability and integration in a complete indemnity program

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INDEMNITY “MUST HAVES”

- Must have valid “magic language” to obtain indemnity for one’s own negligence

Coverage for Your Own Negligence

- Maritime – “Clear and Unequivocal”
- Louisiana – “Unequivocal”
- Texas – Fair notice test

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