

Hold Harmless Agreement

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HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is made and entered into as of [EFFECTIVE DATE] (the "Effective Date"), by and between:

[INDEMNITEE NAME], a [ENTITY TYPE] with a principal place of business at [INDEMNITEE ADDRESS] ("Indemnitee"), and

[INDEMNITOR NAME], a [ENTITY TYPE] with a principal place of business at [INDEMNITOR ADDRESS] ("Indemnitor").

Indemnitee and Indemnitor are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Indemnitor will perform or engage in the following activities: [DESCRIPTION OF SERVICES OR ACTIVITY] (the "Activity"); and

WHEREAS, as a condition of permitting Indemnitor to perform the Activity and/or as consideration for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor agrees to defend, indemnify and hold harmless Indemnitee as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. INDEMNIFICATION

1.1 Scope of Indemnity. To the fullest extent permitted by law, Indemnitor shall defend, indemnify and hold harmless Indemnitee and Indemnitee's officers, directors, employees, agents, affiliates, representatives and insurers (collectively, "Indemnitee Parties") from and against any and all claims, demands, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or resulting from: (a) the performance of the Activity by Indemnitor or Indemnitor's officers, employees, agents, contractors or invitees; (b) any negligent act or omission, willful misconduct or breach of this Agreement by Indemnitor; or (c) any third-party claim arising from Indemnitor's use of Indemnitee's property or provision of services, except to the extent such Losses are caused by the sole negligence or willful misconduct of an Indemnitee Party.

1.2 Defense Obligation. Indemnitor shall, at Indemnitor's expense, defend any claim, action or proceeding brought against any Indemnitee Party for which Indemnitor has an indemnity obligation under Section 1.1, using counsel reasonably satisfactory to Indemnitee. Indemnitor shall not settle any matter in a manner that imposes obligations on Indemnitee or admits liability on behalf of Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld.

1.3 Allocation of Fault. If a Loss is caused by the concurrent negligence or willful misconduct of Indemnitor and Indemnitee, Indemnitor's indemnity obligation shall apply only to that portion of the Loss attributable to Indemnitor's acts or omissions as determined by agreement of the Parties or a court of competent jurisdiction.

2. EXCLUSIONS

2.1 Notwithstanding Section 1, Indemnitor shall not be required to indemnify Indemnitee for Losses to the extent such Losses result solely from the gross negligence or willful misconduct of Indemnitee.

2.2 Indemnitor's obligations under this Agreement shall not extend to punitive or exemplary damages except to the extent such damages are imposed by law and arise from Indemnitor's acts or omissions.

3. LIMITATION OF LIABILITY

3.1 EXCEPT FOR LIABILITY ARISING FROM INDEMNITOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF ITS DEFENSE OBLIGATIONS UNDER SECTION 1.2, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR BUSINESS INTERRUPTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY.

3.2 The Parties may (optionally) set a monetary cap on indemnity by indicating an amount here: The total aggregate liability of Indemnitor under this Agreement shall not exceed [LIMITATION AMOUNT] unless otherwise required by applicable law.

4. INSURANCE

4.1 Indemnitor shall maintain, at its own expense, commercial general liability insurance and, if applicable, automobile liability, professional liability, workers' compensation and employer's liability insurance, with limits reasonably adequate for the Activity and in amounts not less than: Commercial General Liability: [CGL LIMIT]; Automobile Liability: [AUTO LIMIT]; Professional Liability (if applicable): [E&O LIMIT]; Workers' Compensation: statutory limits.

4.2 Upon request, Indemnitor shall provide certificates of insurance naming Indemnitee as an additional insured for claims arising out of Indemnitor's operations and showing that such insurance policies are primary and non-contributory with respect to any policies maintained by Indemnitee.

5. NOTICE AND COOPERATION

5.1 Notice. Indemnitee shall give prompt written notice to Indemnitor of any claim, demand or suit for which indemnity and defense may be sought under this Agreement; provided, however, failure to give such notice shall not relieve Indemnitor of its obligations hereunder except to the extent Indemnitor is materially prejudiced by such failure.

5.2 Cooperation. Indemnitee shall reasonably cooperate in the defense and settlement of any claim, at Indemnitor's expense, including providing access to records and witnesses and permitting Indemnitor to control the defense as set forth in Section 1.2.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until [TERM OR EVENT], unless earlier terminated as provided herein.

6.2 Termination. Either Party may terminate this Agreement for convenience upon [NUMBER] days' prior written notice to the other Party; provided, however, that termination shall not relieve Indemnitor of obligations to defend or indemnify Indemnitee for claims arising from acts or omissions occurring prior to the effective date of termination.

7. ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in

interest in connection with a merger, sale of substantially all assets, or change of control, provided the assignee assumes all obligations hereunder.

8. WAIVER

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise preclude any other or further exercise of that or any other right.

9. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves the Parties' original intent to the greatest extent possible.

10. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in [COUNTY], [STATE], and each Party irrevocably consents to the jurisdiction and venue of such courts.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations and communications, whether oral or written.

12. AMENDMENTS

This Agreement may be amended only by a written instrument executed by both Parties.

13. COUNTERPARTS and ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically (including by PDF or facsimile) shall be deemed original signatures.

14. ADDITIONAL PROVISIONS

14.1 Duty to Mitigate. Each Party shall use reasonable efforts to mitigate Losses and cooperate with the other's reasonable mitigation efforts.

14.2 No Admission. Any settlement effected by Indemnitor under this Agreement shall not be construed as an admission of liability by Indemnitee.

14.3 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Hold Harmless Agreement as of the Effective Date.

[INDEMNITEE NAME]

By: _____

Name: [INDEMNITEE SIGNATORY NAME]

Title: [INDEMNITEE SIGNATORY TITLE]

Date: [DATE]

[INDEMNITOR NAME]

By: _____

Name: [INDEMNITOR SIGNATORY NAME]

Title: [INDEMNITOR SIGNATORY TITLE]

Date: [DATE]

Optional Notary / Witness (if required by local law):

State of [STATE]

County of [COUNTY]

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared [INDEMNITEE SIGNATORY NAME] and [INDEMNITOR SIGNATORY NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public

My Commission Expires: _____

Instructions / Editing Notes:

- Replace all bracketed placeholders (e.g., [INDEMNITEE NAME], [EFFECTIVE DATE], [STATE]) with the applicable information.
- Consider whether a broad form, intermediate form, or limited indemnity is intended and edit Section 1.1 accordingly.
- Add or modify insurance types/limits in Section 4 to suit the Activity's risk profile.
- Consult legal counsel to ensure compliance with state-specific indemnity restrictions and enforceability concerns.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.