

# Hold Harmless Agreement

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This HOLD HARMLESS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the “Indemnitor”) and \_\_\_\_\_ (hereinafter referred to as the “Indemnitee”), collectively referred to as the “Parties.”

WHEREAS, the Indemnitor desires to hold harmless the Indemnitee from any claims and/or litigation arising out of Indemnitor’s actions in connection with \_\_\_\_\_ .

THEREFORE, in consideration of the mutual covenants and conditions herein, the receipt and sufficiency of which is hereby acknowledged, both Parties hereby agree as follow:

## Terms

**1. Hold Harmless:** To the extent permitted by law, Indemnitor shall indemnify and hold harmless the Indemnitee from any and all claims, lawsuits, liabilities, damages and/or injury of any kind whatsoever (including but not limited to monetary loss, property damage, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or administrative action of any federal, state or local governmental body or agency, arising out of any acts, omissions, negligence or willful misconduct on the part of Indemnitor or Indemnitor’s officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This applies to and includes, but is not limited to, the payment of all penalties, fines, awards, fees and related costs or expenses.

**2. Authority to Enter Agreement:** Each person signing this Agreement represents and warrants that they are duly authorized and have the actual legal power and authority to make this Agreement and bind each respective party.

**3. Amendment or Modification:** No amendments or modifications of this Agreement shall be valid unless executed in writing and signed by both Parties.

**4. Notice of Claim:** In the event that a Party receives notice of a claim, that Party must notify all other parties within \_\_\_\_\_.

**5. Attorneys’ Fees and Costs:** If any action at law or in equity is required to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and related costs.

**6. Waiver:** No delay, neglect, or forbearance on the part of any Party in enforcing any provisions of this Agreement shall be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

**7. Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties related to the matters specified herein and supersedes any previous oral or written statements or agreements related to such matters.

**8. Assignment:** Except where expressly permitted herein, neither this Agreement nor the rights and obligations of any Party may be assigned without the prior written consent of all Parties subject to this Agreement.

**9. Severability:** If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable.

**10. Applicable Law:** This Agreement shall be governed exclusively by the laws of \_\_\_\_\_ .

**11. Signatures:** The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Indemnitor**

**Indemnitee**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date