**Business Hold Harmless Agreement**

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BUSINESS HOLD HARMLESS AGREEMENT

This **Business Hold Harmless Agreement** (the "Agreement") is made and entered into as of **[Date]**, by and between **[Business Name]**, a **[Legal Entity Type]** with its principal place of business at **[Address]** (hereinafter referred to as the "Business"), and **[Counterparty/Party Name]**, a **[Legal Entity Type]** with its principal place of business at **[Address]** (hereinafter referred to as the "Counterparty").

# Scope Of Agreement:

The Counterparty engages in a business relationship with the Business for [describe the nature of the business relationship, project, or transaction].

# Hold Harmless Agreement:

1. The Counterparty agrees to indemnify, defend, and hold harmless the Business from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Counterparty's actions, omissions, or performance under the terms of the business relationship.
2. The Counterparty assumes all risks associated with its business activities and releases the Business from any liability for injuries, damages, or losses arising from the Counterparty's actions or omissions.

# Indemnification:

1. The Counterparty's duty to indemnify under this Agreement includes, but is not limited to, claims arising from its negligence, willful misconduct, or breach of contractual duties.
2. The Business agrees to promptly notify the Counterparty in writing of any claim or action for which indemnity is sought under this Agreement. The Counterparty shall have the right to assume control of the defense of such claim, at its sole cost and expense, with counsel reasonably acceptable to the Business.
3. The Counterparty shall not settle any claim without the written consent of the Business, which shall not be unreasonably withheld.

# Insurance:

The Counterparty agrees to maintain adequate insurance coverage, including but not limited to general liability insurance, to cover any potential claims arising from its business activities with the Business.

# Limitation Of Liability:

In no event shall the Business be liable for any consequential, indirect, special, punitive, or incidental damages, including but not limited to loss of profits, even if the Business has been advised of the possibility of such damages.

# Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the **[State/Country]**, without regard to its conflicts of law principles.

# Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

# Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Business Hold Harmless Agreement** as of the **Effective Date** first above written.

**[Business Name] [Counterparty/Party Name]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Company Name] [Company Name]**

**[Contractor’s Title] [Client’s Title]**

[Date] [Date]