CONTRACTOR HOLD HARMLESS AGREEMENT

**Contractor Hold Harmless Agreement**

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

# Scope Of Agreement:

The Contractor agrees to indemnify, defend, and hold harmless the Client from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the performance of services or the provision of goods by the Contractor under the terms of the [specific contract or agreement].

# Indemnification:

1. The Contractor's duty to indemnify under this Agreement includes, but is not limited to, claims arising from the negligence, gross negligence, willful misconduct, or any breach of contractual duty by the Contractor, its employees, agents, or subcontractors.
2. The Client agrees to promptly notify the Contractor in writing of any claim or action for which indemnity is sought under this Agreement. The Contractor 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 Client.
3. The Contractor shall not settle any claim without the written consent of the Client, which shall not be unreasonably withheld.

# Insurance:

The Contractor agrees to maintain adequate insurance coverage, including but not limited to general liability insurance, workers' compensation insurance, and professional liability insurance, throughout the term of the contract.

# Limitation Of Liability:

In no event shall the Contractor be liable for any consequential, indirect, special, punitive, or incidental damages, including but not limited to loss of profits, even if the Contractor 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 **Contractor Hold Harmless Agreement** as of the **Effective Date** first above written.

**[Contractor Name] [Client Name]**

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

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

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

[Date] [Date]