**INDEMNITY HOLD Harmless Agreement**

Indemnity Hold Harmless Agreement

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

# Indemnity:

1. The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to [describe the specific circumstances, event, or transaction covered by this indemnity].
2. The Indemnitor's indemnity obligation includes, but is not limited to, claims arising from its negligence, willful misconduct, or breach of contractual duties.

# Hold Harmless Agreement:

1. The Indemnitor agrees to hold the Indemnitee harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Indemnitee as a result of [describe the specific circumstances, event, or transaction covered by this hold harmless provision].
2. The Indemnitee agrees to promptly notify the Indemnitor in writing of any claim or action for which indemnity or hold harmless protection is sought under this Agreement. The Indemnitor 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 Indemnitee.
3. The Indemnitor shall not settle any claim without the written consent of the Indemnitee, which shall not be unreasonably withheld.

# Insurance:

The Indemnitor agrees to maintain adequate insurance coverage, including but not limited to general liability insurance, to cover any potential claims arising from the circumstances, event, or transaction covered by this Agreement.

# Limitation Of Liability:

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

**[Indemnitor Name] [Indemnitee Name]**

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

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

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

[Date] [Date]