

Contractor Subcontractor Indemnity Agreement

Date: _____

Project Name: _____

Main Contractor ("Contractor"): Name: _____
Address: _____

Subcontractor: Name: _____
Address: _____

1. Indemnity

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and representatives, from and against any and all liabilities, damages, losses, claims, demands, actions, causes of action, costs, and expenses (including attorney's fees), arising out of or in connection with:

- Any negligent act or omission of the Subcontractor, its employees, agents, or subcontractors;
- Any violation or alleged violation of law, ordinance, or regulation by the Subcontractor;
- Damage to property or injury to persons (including death) resulting from Subcontractor's operations or activities in connection with this Agreement.

2. Limitation

The indemnity obligations shall not apply to the extent that any claim, damage, loss, or expense is caused solely by the negligence or willful misconduct of the Contractor.

3. Insurance

The Subcontractor shall obtain and maintain, at its own expense, appropriate insurance coverage, including general liability and workers' compensation, as required by law and by the Contractor.

4. Duration

This indemnity agreement shall survive the completion or termination of the subcontractor's work under the associated project contract.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the project is located.

Contractor Representative Name & Signature

Date: _____

Subcontractor Representative Name & Signature

Date: _____

Important Notes:

- Review all indemnity language carefully to ensure responsibilities are clearly understood.
- This is a sample template; consult legal counsel before using or executing this document.
- Insurance requirements should match project and jurisdictional standards.
- Key project-specific terms (names, dates, legal requirements) should be filled accurately.
- Indemnity clauses can transfer significant risk; all parties should be aware of the implications.