

# Comprehensive Hold Harmless Agreement for Professional Services

This Hold Harmless Agreement (   Agreement   ) is made as of **[Date]**, by and between **[Service Provider Name]**, located at **[Address]** (   Service Provider   ), and **[Client Name]**, located at **[Address]** (   Client   ).

## 1. Purpose

This Agreement is designed to protect the Service Provider from any liability, damages, losses, or claims arising from the professional services rendered to the Client.

## 2. Scope of Services

The Service Provider shall provide the following professional services:

*[Describe services to be provided]*

## 3. Hold Harmless & Indemnification

The Client agrees, to the fullest extent permitted by law, to hold harmless, defend, and indemnify the Service Provider, its employees, agents, officers, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including but not limited to reasonable attorneys    fees) arising out of or resulting from:

- Any negligent act, error, or omission by the Client;
- Any breach of this Agreement by the Client;
- Use or misuse of the deliverables or advice provided as part of the services;
- Personal injury, property damage, or any other harm caused during the execution of the agreed professional services, except where due to the sole negligence or willful misconduct of the Service Provider.

## 4. Limitation of Liability

Under no circumstances shall the Service Provider   s liability exceed the total compensation received for the services rendered under this Agreement.

## 5. Exclusions

This Agreement does not apply to damages or claims resulting from gross negligence, willful misconduct, or any acts outside the agreed scope of professional services by the Service Provider.

## 6. Term & Termination

This Agreement shall be effective as of the date above and shall remain in effect throughout the duration of the professional relationship, unless sooner terminated in writing by either party.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **[State/Country]**.

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Service Provider Signature

Date: \_\_\_\_\_

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Client Signature

Date: \_\_\_\_\_

### Important Notes:

- This document should be reviewed by legal counsel before use.
- It may not be enforceable in all jurisdictions or for all types of negligence.
- Exclusions and limitations must be explicitly stated to avoid ambiguity.
- Parties should fully understand their rights and obligations under this agreement.
- A signed Hold Harmless Agreement does not replace professional liability insurance.