

Continuing Services Hold Harmless Agreement

This Hold Harmless Agreement (the "Agreement") is entered into and effective as of **[Date]**, by and between **[Supplier Name]**, with a place of business at **[Supplier Address]** ("Supplier"), and **[Company Name]**, with a place of business at **[Company Address]** ("Company").

1. PURPOSE

The purpose of this Agreement is to outline the terms under which the Supplier shall provide continuing services to the Company and to indemnify and hold the Company harmless from specified claims arising from the performance of services.

2. HOLD HARMLESS & INDEMNIFICATION

The Supplier agrees to indemnify, defend, and hold harmless the Company, its officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) resulting from or arising out of:

- Any acts or omissions by the Supplier in connection with the services performed;
- Breach of this Agreement by the Supplier;
- Any claim or action brought by a third party resulting from Supplier's provision of services, except to the extent caused by the negligence or willful misconduct of the Company.

3. TERM

This Agreement shall remain in effect for as long as the Supplier continues to provide services to the Company, unless terminated in writing by either party upon thirty (30) days' notice.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of **[Governing State]**, without regard to conflict of law provisions.

5. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral. Amendments must be in writing and signed by both parties.

Supplier Signature & Date

Company Authorized Signature & Date

IMPORTANT NOTES

- This agreement should be reviewed and tailored by legal counsel to fit the specifics of the relationship and applicable local laws.
- Clearly outline the scope of services and exceptions to the hold harmless provisions.

- Regularly review and update the agreement to ensure ongoing compliance and applicability.
- Ensure that both parties sign and retain a copy of the executed agreement.