

Indemnity and Hold Harmless Agreement

This Indemnity and Hold Harmless Agreement ("Agreement") is entered into as of **[Date]** by and between **[Consultant Name]**, located at **[Consultant Address]** ("Consultant"), and **[Client Name]**, located at **[Client Address]** ("Client").

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Consultant will provide services to the Client and to allocate certain risks between the parties.

2. Indemnification

To the fullest extent permitted by law, the Client agrees to indemnify, defend, and hold harmless the Consultant, its employees, officers, agents, and affiliates from and against any and all claims, liabilities, losses, damages, expenses (including reasonable attorney's fees), and causes of action arising out of or related to the performance of consulting services, except to the extent caused solely by the gross negligence or willful misconduct of the Consultant.

3. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of this Agreement, regardless of the cause of action.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **[State/Country]**, without regard to its conflict of law rules.

5. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

Consultant: **[Consultant Name]**

Client: **[Client Name]**

Date: _____

Important Notes:

- This document should be reviewed by legal counsel before use.
- Indemnity clauses can impose significant obligations; clarify each party's responsibilities.
- Tailor the Agreement's terms to the specific nature of the services and risks involved.
- Laws regarding indemnity agreements vary by jurisdiction.
- Both parties should sign and retain a copy for their records.

