

# Mutual Hold Harmless Agreement

This Mutual Hold Harmless Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between:

**Party A:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Party B:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## Recitals

WHEREAS, both parties wish to engage in certain business activities that may involve risk of liability, and WHEREAS, both parties desire to protect themselves from liability that may arise in connection with such activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## 1. Mutual Hold Harmless

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, agents, and assigns from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorney fees) arising out of or relating to the negligence or willful misconduct of the indemnifying party, its employees, contractors, or agents in connection with the work or activities performed under this Agreement.

## 2. Limitation of Liability

This Agreement does not obligate either party to indemnify or hold harmless the other party to the extent any such claim, loss, or liability results from the gross negligence or intentional misconduct of the party seeking indemnification.

## 3. Term and Termination

This Agreement shall remain in effect for the duration of the parties'™ contractual relationship and shall survive the completion or termination of any work or services provided under this Agreement.

## 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

## 5. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous negotiations, representations, or agreements, whether written or oral.

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Party A Signature

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

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Party B Signature

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

**Important Notes:**

- This document should be customized to meet the needs and laws of your jurisdiction.
- Review all terms thoroughly; unclear language or obligations can lead to disputes.
- Consult with a qualified attorney before signing any mutual hold harmless agreement.
- Hold harmless provisions may not protect against claims resulting from gross negligence or illegal acts.
- Keep signed copies for your records and reference throughout your business relationship.