

Limited Liability Indemnity Contract

This Limited Liability Indemnity Contract ("Contract") is entered into as of **[Effective Date]** by and between:

[Indemnifier Name], with principal place of business at **[Indemnifier Address]**, hereinafter referred to as the "Indemnifier",

and

[Indemnitee Name], with principal place of business at **[Indemnitee Address]**, hereinafter referred to as the "Indemnitee".

1. Indemnity

The Indemnifier agrees to indemnify and hold harmless the Indemnitee from and against any and all losses, damages, liabilities, claims, actions, or expenses (including reasonable attorneys' fees and costs) arising out of or relating to **[specific activity or subject of indemnity]**, subject to the limitations set forth in this contract.

2. Limitation of Liability

The liability of the Indemnifier under this Contract shall be limited to a total aggregate amount of **[Insert Amount, e.g., \$50,000]**. In no event shall either party be liable for any indirect, incidental, or consequential damages arising out of or in connection with this agreement.

3. Exclusions

This indemnity shall not apply to losses or claims resulting from the gross negligence, willful misconduct, or fraudulent acts of the Indemnitee.

4. Term and Termination

This Contract shall commence on the Effective Date and remain in effect until **[End Date]**, unless terminated earlier by mutual written agreement of both parties.

5. Governing Law

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

Indemnifier Signature

[Name and Title]

Date: _____

Indemnitee Signature

[Name and Title]

Date: _____

Important Notes:

- Review all terms carefully to ensure the contract reflects the limits and scope of indemnity intended.

- Consider having the contract reviewed by a legal professional before execution.
- Ensure both parties fill in all variables (names, dates, addresses, limitations, etc.).
- Clearly specify any exclusions or special conditions in the agreement.
- This contract is not a substitute for insurance coverage.