

# Contractor Hold Harmless Agreement

This Contractor Hold Harmless Agreement ("Agreement") is made and entered into as of [Date], by and between:

**Owner:** [Owner Name], having its principal address at [Owner Address],  
and

**Contractor:** [Contractor Name], having its principal address at [Contractor Address].

## 1. Purpose

The Owner has engaged the Contractor to perform services or provide materials located at: [Project Location/Description].

## 2. Hold Harmless Clause

The Contractor agrees to indemnify, defend, and hold harmless the Owner and its affiliates, officers, agents, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of services under this Agreement, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor, its employees, agents, or subcontractors.

## 3. Limitation

This hold harmless obligation shall not apply to damages or losses proven to be caused solely by the negligence or intentional acts of the Owner or any third party not under the direction or control of the Contractor.

## 4. Term & Termination

This Agreement shall commence on the date signed below and remain in effect for the duration of the Contractor's work unless sooner terminated by mutual written agreement of both parties.

## 5. 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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Owner Signature Date: \_\_\_\_\_

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Contractor Signature Date: \_\_\_\_\_

### Important Notes:

- This sample is for general reference; consult a legal professional before use.
- Ensure all parties understand their liabilities and insurance obligations.

- The agreement should be clear about what risks are covered and excluded.
- Modify terms as appropriate for your project and local laws.
- Signed copies should be provided to all involved parties.