

Contractor Indemnity Hold Harmless Agreement

This Indemnity and Hold Harmless Agreement (the "Agreement") is made as of _____ (the "Effective Date") by and between:

Contractor: _____

Owner/Client: _____

Project/Location: _____

RECITALS: WHEREAS, the Contractor has entered into an agreement to perform certain services and/or work for the Owner/Client at the Project/Location described above; and

WHEREAS, the Owner/Client desires to be indemnified and held harmless from certain claims and liabilities that may arise from or in connection with the Contractor's performance of such services or work;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Owner/Client, its officers, agents, and employees, from and against any and all claims, damages, losses, liabilities, causes of action, and expenses (including reasonable attorneys' fees); arising out of or resulting from the performance of the work or services by Contractor, provided that any such claim is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

2. EXCLUSIONS

This indemnity shall not apply to liability caused by the sole negligence or willful misconduct of the Owner/Client.

3. TERM

This Agreement shall remain in effect for the duration of the work and shall survive the completion of such work or termination of any agreements between Contractor and Owner/Client.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements, if any, between the parties.

CONTRACTOR

Signature: _____
Date: _____
OWNER/CLIENT

Signature: _____
Date: _____

Important Notes

- This form is a sample and may not be suitable for all projects; always consult your legal counsel before use.
- Ensure the names and descriptions are filled out accurately.
- Indemnity clauses may be subject to local laws and regulations.
- Both parties should read and understand all terms before signing.
- Retain a signed copy for your records.