

Liability Limitation Clause Sample for Rental Agreements

Clause: Limitation of Liability

The Landlord shall not be liable for any damage or injury to the Tenant, Tenantâ€™s invitees, or any other person, or to any property, occurring on the Premises or any part thereof, unless such damage or injury is the direct result of the Landlordâ€™s gross negligence or willful misconduct.

The Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising from the Tenantâ€™s use of the Premises, except where such liability is caused by the gross negligence or intentional act of the Landlord.

In no event shall the Landlordâ€™s total liability exceed the amount of monthly rent paid by the Tenant under this Agreement during the twelve (12) months preceding the event giving rise to such liability.

This limitation of liability shall survive the termination or expiration of this Rental Agreement.

Important Notes

- This clause may need to be revised based on local laws and regulations.
- Tenants should review their rights before agreeing to limitation terms.
- Landlords cannot disclaim liability caused by their own gross negligence or intentional misconduct.
- Seeking legal advice is recommended for both parties before signing.
- Clear documentation helps prevent misunderstandings regarding responsibilities.