

Mutual Liability Limitation Agreement

This Mutual Liability Limitation Agreement (hereinafter referred to as the "Agreement") is made and entered into as of **[Date]**, by and between **[Landlord Name]**, ("Landlord") and **[Tenant Name]**, ("Tenant"), collectively referred to as the "Parties", in relation to the lease of premises located at **[Property Address]** ("Premises").

1. Purpose

The purpose of this Agreement is to define and limit the liability of the Parties with respect to the Lease and use of the Premises.

2. Mutual Limitation of Liability

1. Except as otherwise provided by law or herein, neither Party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of or connected with this Lease, including, but not limited to, loss of profits, business interruption, or loss of use.
2. Each Party's aggregate liability under this Lease shall not exceed an amount equal to **[insert agreed-upon limit, e.g., six monthsâ€™ rent]**, except in cases of gross negligence or willful misconduct.

3. Exclusions

The above limitations do not apply to:

- Liability arising from bodily injury or death of any person caused by a Party's negligence or willful misconduct.
- Damage to the property resulting from a Party's gross negligence or criminal acts.
- Any indemnification obligations specifically described in the Lease.

4. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

5. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions, agreements, or representations, whether oral or written.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of **[insert state]**.

Landlord Signature & Date

Tenant Signature & Date

Important Notes:

- This agreement does not override mandatory legal liabilities under state or local law.
- Defined liability limits should be mutually agreed and clearly stated.
- The agreement should be reviewed and tailored for specific lease arrangements.
- Legal counsel is recommended prior to execution to ensure enforceability.
- Certain liabilities (e.g., personal injury, intentional misconduct) are typically not limited by such agreements.