

# Standard Liability Limitation Agreement for Property Lessors

This Liability Limitation Agreement ("Agreement") is entered into by and between the undersigned Lessor ("Lessor") and Lessee ("Lessee") regarding the property described as follows:

**Property Address:** \_\_\_\_\_

**Date of Agreement:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 1. Limitation of Lessor's Liability

The Lessor shall not be held liable for any damage, loss, injury, or claim arising from the Lessee's use or occupancy of the property, except in cases of proven gross negligence or willful misconduct by the Lessor.

## 2. Indemnification by Lessee

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from any and all claims, liabilities, and expenses (including legal fees) arising from the Lessee's use of the property, injuries to persons or property caused by the Lessee, or violations of law occurring on the premises, except to the extent caused by the Lessor as stated above.

## 3. Insurance Requirement

The Lessee is responsible for maintaining appropriate insurance coverage for their personal property and for liability arising from their use of the premises.

## 4. Waiver of Claims

The Lessee waives all claims against the Lessor for damage to property or loss sustained by the Lessee, unless such damage is directly caused by Lessor's gross negligence or willful misconduct.

## 5. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state or jurisdiction where the property is located.

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Lessee Signature

Date (Lessor) \_\_\_\_\_

Date (Lessee)

## **Important Notes**

- Consult a legal professional before using or signing any liability limitation agreement.
- Ensure all parties clearly understand the rights and responsibilities described herein.
- This document may not override mandatory statutory protections in your jurisdiction.
- Retention of appropriate insurance is strongly recommended for both lessor and lessee.
- Customary local legal requirements or disclosures may need to be added to this form.