HOLD HARMLESS AGREEMENT

1. 1. Parties

This Hold Harmless and Indemnity Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [INDEMNITOR NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [INDEMNITOR ADDRESS] (the "Indemnitor"), and [INDEMNITEE NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [INDEMNITEE ADDRESS] (the "Indemnitee"). References to the Indemnitee include its owners, officers, directors, members, managers, employees, agents, lenders, property managers, parent and affiliated entities, successors, and assigns (collectively, the "Indemnified Parties"). Each Party represents that the person signing below has authority to bind it.

2. 2. Covered Activity, Work, or Premises

This Agreement applies to the following activity, work, or use (the "Covered Activity"): [DESCRIPTION OF WORK, EVENT, EQUIPMENT USE, OR ACCESS], performed or occurring at [LOCATION OR PREMISES ADDRESS] between [START DATE] and [END DATE]. The Covered Activity includes all acts and omissions of the Indemnitor and of its employees, agents, subcontractors, suppliers, guests, and anyone else acting on its behalf or at its invitation in connection with the Covered Activity. This Agreement is [SELECT — a standalone agreement / incorporated into the [UNDERLYING CONTRACT TITLE] dated [DATE]] and, where incorporated, supplements rather than replaces the indemnity provisions of that contract.

3. 3. Indemnification

The Indemnitor will indemnify and hold harmless the Indemnified Parties from and against any and all claims, demands, suits, causes of action, judgments, settlements, fines, penalties, liens, damages, losses, and expenses, including reasonable attorney fees, expert fees, and court costs, arising out of, resulting from, or in any way connected with the Covered Activity, including claims for bodily injury, sickness, death, property damage, damage to the work itself, economic loss, and violation of law or ordinance. This obligation applies whether the claim is brought by a third party, an employee of the Indemnitor, a governmental authority, or any other person, and applies regardless of whether the claim is ultimately found to be meritless.

4. 4. Form of Indemnity and Fault Allocation

SELECT ONE FORM. Broad form: the Indemnitor indemnifies the Indemnified Parties for all claims connected with the Covered Activity, including claims caused in whole or in part by the negligence of the Indemnified Parties, to the fullest extent permitted by applicable law. Intermediate form: the Indemnitor indemnifies the Indemnified Parties for all claims except those caused by the sole negligence or willful misconduct of an Indemnified Party. Limited or comparative form: the Indemnitor indemnifies the Indemnified Parties only to the extent that a claim is caused by the negligent acts or omissions of the Indemnitor or those acting on its behalf. The form selected by the Parties is: [BROAD / INTERMEDIATE / LIMITED]. If applicable law prohibits the selected form, this Agreement will be enforced to the maximum extent that law allows, and the next narrower form applies automatically.

5. 5. Duty to Defend and Control of Defense

The duty to defend is separate from and broader than the duty to indemnify, and arises as soon as a claim is asserted, without waiting for a determination of liability. On written notice from an Indemnified Party, the Indemnitor will promptly assume the defense of the claim using counsel reasonably acceptable to the Indemnified Party and will pay all defense costs as they are incurred. The Indemnitor may not settle any claim in a way that imposes an obligation on, admits fault by, or restricts the conduct of an Indemnified Party without that party's prior written consent. If the Indemnitor fails to assume the defense within [DEFENSE ASSUMPTION PERIOD, e.g., 15 days] of notice, the Indemnified Party may defend the claim with counsel of its own choosing and recover all resulting costs from the Indemnitor on demand.

6. 6. Notice of Claim and Cooperation

An Indemnified Party seeking indemnity will give the Indemnitor written notice of the claim within [CLAIM NOTICE PERIOD, e.g., 30 days] after becoming aware of it, together with copies of the pleadings, demands, or correspondence received. Failure to give timely notice reduces the Indemnitor's obligation only to the extent the Indemnitor is actually prejudiced by the delay. Each Party will cooperate reasonably in the investigation and defense of any claim, will preserve relevant documents and evidence, and will make personnel available for interviews, depositions, and testimony. The Parties will cooperate to preserve applicable privileges and, where useful, will enter a joint defense agreement.

7. 7. Insurance Requirements

The Indemnitor will maintain, at its own cost and throughout the Covered Activity, at least the following coverage: commercial general liability of [CGL LIMIT, e.g., $1,000,000 per occurrence and $2,000,000 aggregate]; automobile liability of [AUTO LIMIT] where vehicles are used; workers compensation at statutory limits and employer liability of [EMPLOYER LIABILITY LIMIT]; and [ADDITIONAL COVERAGE, e.g., umbrella, professional liability, pollution]. The Indemnified Parties will be named as additional insureds on a primary and non-contributory basis for ongoing and completed operations, and the Indemnitor will deliver certificates of insurance and endorsements before the Covered Activity begins and on each renewal. The Indemnitor will give [CANCELLATION NOTICE, e.g., 30 days] written notice before any cancellation or material reduction in coverage.

8. 8. Insurance Does Not Limit Indemnity

The indemnity obligations in this Agreement are independent of, and are not limited by, the amount, scope, or availability of any insurance carried by the Indemnitor or by any Indemnified Party. A denial of coverage, an exhausted policy limit, a deductible or self-insured retention, or the insolvency of an insurer does not reduce or excuse the Indemnitor's obligations. Amounts actually paid by insurance in satisfaction of a claim reduce the Indemnitor's payment obligation for that same loss to avoid double recovery. The Indemnitor will pay any deductible or self-insured retention applicable to a claim covered by this Agreement.

9. 9. Waiver of Subrogation

To the extent permitted by applicable law and by the terms of its policies, each Party waives all rights of subrogation and recovery against the other Party and its insurers for loss or damage to the extent that loss is covered by insurance carried by the waiving Party in connection with the Covered Activity. Each Party will obtain any endorsement required to make this waiver effective and will provide evidence of it on request. This waiver applies whether or not the loss is caused by the fault or negligence of the other Party, and it does not affect the indemnity obligations stated elsewhere in this Agreement.

10. 10. Exclusions and Statutory Limits

This Agreement does not require the Indemnitor to indemnify an Indemnified Party against loss caused by the sole negligence, gross negligence, willful misconduct, or intentional wrongdoing of that Indemnified Party, and does not apply to any obligation the law prohibits from being shifted by contract. The Parties acknowledge that some states restrict or void indemnity for a party's own negligence in construction, transportation, and certain other contracts, and that this Agreement will be construed and enforced to the fullest extent permitted rather than being invalidated as a whole. Additional excluded matters are: [EXCLUSIONS, e.g., pre-existing conditions on the premises, hazardous materials present before the Covered Activity, or "None"].

11. 11. Duration, Survival, and Assignment

This Agreement takes effect on the Effective Date and continues throughout the Covered Activity. The indemnity, defense, insurance, and cooperation obligations survive completion of the Covered Activity and the expiration or termination of any related contract, and continue until the last applicable statute of limitations or statute of repose has expired for any claim arising out of the Covered Activity. Neither Party may assign this Agreement without the prior written consent of the other, except to a successor acquiring substantially all of its assets, and this Agreement binds and benefits the Parties and their permitted successors and assigns.

12. 12. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action will be brought in the courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement of the Parties on the subject of indemnity for the Covered Activity and may be modified only in a writing signed by both Parties. If any provision is held unenforceable, it will be reformed to the minimum extent necessary to make it enforceable and the remaining provisions stay in effect. No failure to enforce a provision on one occasion waives it later, and the prevailing Party in any action to enforce this Agreement may recover reasonable attorney fees and costs.

13. 13. Signatures

By signing below, each Party confirms that it has read this Agreement, understands the risk it allocates, and agrees to be bound as of the Effective Date. INDEMNITOR: [INDEMNITOR NAME]. Signature: ______________________. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE]. INDEMNITEE: [INDEMNITEE NAME]. Signature: ______________________. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic or scanned signatures have the same effect as originals.

14. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Indemnity and hold harmless clauses are heavily regulated by state law: many states have anti-indemnity statutes that void or limit agreements requiring one party to indemnify another for its own negligence, particularly in construction, oil and gas, and transportation contracts, and some require conspicuous language or specific wording to be enforceable. Insurance requirements should be reviewed with your broker, since an indemnity your insurer will not cover leaves you personally exposed. Consult a licensed attorney in your state before relying on this document. Use of this template does not create an attorney-client relationship with ScanContract.