

CONTRACTOR HOLD HARMLESS AGREEMENT

Location: _____ Effective Date: _____

Contractor Information:

Full Name or Company Name: _____

Business Address: _____

Phone/Email: _____

Indemnified Party Information:

Full Name or Company Name: _____

Business Address: _____

Phone/Email: _____

Project/Job Description:

Description of Work Being Performed: _____

Clause 1 – Scope of Agreement

This Contractor Hold Harmless Agreement (“Agreement”) is entered into between the Contractor and the Indemnified Party identified above. The Contractor agrees to perform the services or work as described herein in a professional and workmanlike manner and in compliance with all applicable laws, regulations, ordinances, and codes.

Clause 2 – Indemnification and Hold Harmless

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Party, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the performance of the Contractor’s work under this Agreement, including but not limited to claims for bodily injury, death, or property damage, regardless of any negligence or fault of the Indemnified Party.

Clause 3 – Insurance Requirements

The Contractor shall maintain, at its sole expense, insurance coverage sufficient to cover liabilities that may arise from or in connection with the work performed under this Agreement, including but not limited to commercial general liability insurance, workers’ compensation insurance, automobile liability insurance, and any other insurance reasonably required by the Indemnified Party. Certificates of insurance evidencing such coverage shall be provided to the Indemnified Party upon request.

Clause 4 – Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws and regulations in performing the work or services described herein, including but not limited to occupational safety and health regulations and employment laws.

Clause 5 – Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or representative of the Indemnified Party. The Contractor has no authority to bind or obligate the Indemnified Party in any manner.

Clause 6 – No Waiver

No failure or delay by the Indemnified Party in exercising any right or remedy under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

Clause 7 – Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' intent.

Clause 8 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties agree that any legal action or proceeding arising under or related to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____, and consent to the exclusive jurisdiction of such courts.

Clause 9 – Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether written or oral.

Clause 10 – Amendments

Any amendment or modification to this Agreement must be in writing and signed by both parties to be effective.

Clause 11 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, addressed to the respective parties at their addresses set forth above or such other address as a party may designate by written notice.

Clause 12 – Binding Effect and Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contractor may not assign or delegate its obligations under this Agreement without the prior written consent of the Indemnified Party.

Clause 13 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies of this Agreement are deemed to have the same legal effect as original signatures.

Clause 14 – No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities.

Clause 15 – Survival

All representations, warranties, indemnities, and obligations of the parties under this Agreement shall survive completion or termination of the services described herein and shall continue in full force and effect as provided herein.

Clause 16 – Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

Clause 17 – Interpretation

The parties acknowledge that this Agreement has been negotiated by the parties and their counsel, and the language herein shall be construed simply, according to its fair meaning, and not strictly for or against any party.

Clause 18 – Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, government regulations, or other force majeure events.

Clause 19 – Remedies Cumulative

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or in equity.

Clause 20 – Execution

The parties have caused this Contractor Hold Harmless Agreement to be executed as of the Effective Date set forth above.

CONTRACTOR'S SIGNATURE

INDEMNIFIED PARTY'S SIGNATURE

Signature: _____

Signature: _____

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