

Hold Harmless (Indemnity) Agreement

I. PARTIES. This Hold Harmless (Indemnity) Agreement (hereinafter known as "Agreement") is signed on _____ by and between _____ with a mailing address of _____, _____, _____, _____ and _____ with a mailing address of _____, _____, _____, _____. Both parties will be referred to as "Parties".

Whereas, the Promisor has agreed to perform the following services of the Promisee: _____ (hereinafter known as the "Activity")

After careful consideration, both parties agree as follows:

II. INDEMNIFICATION. The Promisor will indemnify, defend, and hold harmless the Promisee from claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, damages, fines, judgements, costs, and expenses, including professional fees and other miscellaneous fees (collectively referred to as "Claims") relating to the Activity to the extent that the law allows.

III. EXCEPTIONS. The Promisor's responsibility to hold the Promisee harmless shall not extend to the Claims that were caused by the willful disobedience or sole negligence of the Promisee. The Promisor is also not liable for any Claim that has already been reimbursed through insurance policies.

IV. NOTICE OF CLAIM. The Promisee must provide a notice of claim for the Promisor within ten days after obtaining knowledge about the particular claim. The notice shall contain the details of the Claim and the basis for indemnification as stipulated in this Agreement.

V. DUTY TO DEFEND. The Promisee has the right to assume the defense of the Promisor when a Claim bound within the scope of the Agreement arises. If the Promisor chooses not to defend the Promisee, the Promisee can take the appropriate measures for defense and reimburse from the Promisor later on. If the Promisor chooses to defend the Promisee, the Promisor shall not settle any claim without the consent of the Promisee. Consent shall not be unreasonably withheld. If Promisee chooses to settle the Claim, the Promisee shall not take any action without the consent of the Promisor, which should not be unreasonably withheld.

VI. MUTUAL REPRESENTATIONS. The Parties warrant that they are authorized and have the power to execute and deliver this Agreement that constitutes a legal, valid, and binding obligation between both Parties.

VII. AMENDMENTS. This Agreement may be amended or modified by signing a written agreement by both Parties.

VIII. NOTICES. Any notice made and sent under this Agreement shall be in writing and delivered by hand, by an overnight service courier, or by certified or registered mail.

IX. GOVERNING LAW. The terms of this Agreement shall be governed and regulated by the laws of _____.

X. DISPUTES. Disputes arising from this Agreement shall be resolved through mediation. If the dispute is not solved through mediation, the dispute will then be solved through binding arbitration in accordance with the rules of the American Arbitration Association.

XI. NO WAIVER. No Party is allowed to waive any part of the Agreement unless it was expressly stated in a written notice. Any waiver by a Party for a particular violation or breach will not waive other or subsequent violations.

XII. ASSIGNMENT. No Party is allowed to assign its duties under the Agreement to another unless the other Party expresses their consent in writing.

XIII. SUCCESSORS AND ASSIGNS. This Agreement shall be binding and will take effect to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors, and permitted assigns.

XIV. SEVERABILITY. If any provision of this Agreement becomes invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and will remain to be valid, legal, and enforceable.

XV. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which are considered original and constitute one and the same document.

XVI. HEADINGS. The section headings in this Agreement are for reference purposes only. It does not, in any way, affect or change the meaning, construction, and interpretation of any provision of this Agreement.

XVII. ENTIRE AGREEMENT. This Agreement contains the entire understanding of both Parties and cancels previous, verbal or written, arrangements of both Parties.

In witness whereof, this Agreement is executed and delivered on _____

