

Hold Harmless Agreement

This Hold Harmless Agreement (hereinafter referred to as the "Agreement") is entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the "Indemnitor") and _____, with a mailing address of _____ (hereinafter referred to as the "Indemnitee"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

WHEREAS, the Indemnitor wishes to indemnify and hold harmless the Indemnitee from all claims arising from _____ Subject of Work

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Indemnitor and the Indemnitee hereby agree as follows:

1. **Indemnity and Hold Harmless.** To the extent permitted by law, the Indemnitor will indemnify and hold harmless the Indemnitee.

2. **Representations on Authority of Signatories.** Each person signing this Agreement represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Agreement and make this Agreement enforceable in accordance with its terms.

3. **Notice of Claim.** In the event that a Party receives notice of a claim, that Party must notify all other parties within _____ Period of Time

4. **Settlement.** The Party controlling and defending any claim will be authorized to accept a settlement subject to the following:

- **Indemnitee Control.** In the event the Indemnitee is controlling the defense of such claim, the Indemnitor must give full written consent to enter into any such settlement or give consent to an entry of judgment, such consent not to be unreasonably withheld.