

Contractor Hold Harmless Agreement

This Indemnification and Hold Harmless Agreement (hereinafter referred to as the "Agreement") is entered into this [Date] by and between:

Party Providing Indemnity:

- Subcontractor: [Your Name]
- Business Name: [Your Business Name]
- Address: [Your Address]
- City, State, ZIP: [City, State, ZIP]
- Signature: [Your Signature]
- Date: [Date]

Party Receiving Indemnity:

- General Contractor: Elite Builders Inc.
- Owner (if applicable): Hillside Estates LLC
- Address: 789 Main Street, Anytown, USA 12345

WHEREAS, Subcontractor and General Contractor (hereinafter collectively referred to as the "Parties") are parties to an agreement (the "Agreement") for certain work to be performed by Subcontractor, and the Parties wish to set forth their understanding regarding indemnification and the holding harmless of General Contractor and Owner (if applicable);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, Subcontractor agrees to defend, indemnify, and hold harmless Elite Builders Inc., and Hillside Estates LLC (if applicable), as well as their officers, directors, agents, and employees (hereinafter collectively referred to as the "Indemnitees"), from any and all claims, lawsuits, liens, judgments, damages, losses, and expenses, including reasonable legal fees and costs. These claims may arise wholly or partially and in any manner from acts, omissions, breaches, or defaults of Subcontractor in connection with the performance of any work by Subcontractor, its officers, directors, agents, employees, and subcontractors.

B. INSURANCE

1. Subcontractor shall obtain and maintain insurance coverage to address its liabilities as outlined herein. The minimum coverage limits shall be \$1,000,000 per occurrence, or as otherwise agreed upon.



2. Subcontractor shall defend and hold harmless Elite Builders Inc. and Owner against claims for personal injury, bodily injury, and property damage.

3. Liability insurance policies shall expressly name Elite Builders Inc. and Owner as additional insured parties and shall take precedence over any other insurance policies held by Subcontractor.

4. Subcontractor shall obtain and continuously maintain Workers Compensation insurance, including Employees Liability coverage, up to the maximum limits required by statute.

5. Subcontractor shall provide Certificates of Insurance to Elite Builders Inc. as evidence of active and adequate insurance coverage.

IN WITNESS WHEREOF, the Parties hereto have executed this Indemnification and Hold Harmless Agreement as of the date first above written.

Subcontractor: [Your Name]

Business Name: [Your Business Name]

Address: [Your Address]

City, State, ZIP: [City, State, ZIP]

Signature: [Your Signature]

Date: [Date]

Please be advised that this is a sample agreement, and it is crucial to consult with legal professionals to ensure that it complies with the specific legal requirements of your situation.