

Standard Hold Harmless Agreement

This Hold Harmless Agreement ("Agreement") is entered into as of the

day of

, 20

(the "Effective Date"), by and between:

Company:

,
with a principal place of business at

("Indemnitor"),

and

Other Party:

,
with a principal place of business at

("Indemnitee").

1. Hold Harmless

To the fullest extent permitted by law, Indemnitor hereby agrees to indemnify, defend and hold harmless Indemnitee, its directors, officers, employees, agents and assigns from and against any and all claims, liabilities, damages, losses, judgments, costs, and expenses (including reasonable attorneys' fees and costs), arising out of or related to

(describe activity, service, or event).

2. Exclusions

The obligations of Indemnitor under this Agreement shall not apply to the extent that any such claim, damage, loss or expense is caused by the gross negligence or willful misconduct of Indemnitee.

3. Term

This Agreement shall remain in full force and effect for the duration of

(specify term or activity), unless terminated in writing by mutual agreement of both parties.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

, without regard to its conflict of law principles.

5. Entire Agreement

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

6. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Indemnitor:

Name & Title

Date

Indemnitee:

Name & Title

Date