

Contractor Indemnification Clause Agreement

Date: _____

Parties

This Agreement is made between _____ ("Contractor") and _____ ("Client").

1. Indemnification Clause

The Contractor agrees to indemnify, defend, and hold harmless the Client and its officers, directors, agents, and employees from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

1. Any act or omission by the Contractor in connection with the performance of services under this Agreement;
2. Any breach by the Contractor of any representation, warranty, or obligation under this Agreement;
3. Any injury to persons (including death) or damage to property caused by the Contractor or its agents, employees, or subcontractors.

2. Limitation

The obligations under this indemnification clause shall not apply to the extent any claim, loss, or damage is caused by the gross negligence or willful misconduct of the Client.

3. Survival

This indemnification obligation shall survive the termination or expiration of this Agreement.

Contractor Signature Date

Client Signature Date