

Sample: Hold-harmless agreement

INSTRUCTIONS FOR USE

1. Kiwanis International requires that local clubs obtain a hold-harmless agreement from contractors and service providers in most instances. (Refer to the risk management program for Kiwanis International.) This sample wording is provided in order to give your attorney a starting point in drafting language appropriate for your specific circumstances. The drafting of a contract is a complex matter, and neither Kiwanis International nor Hylant can accept any responsibility for the use of this language without review by your attorney.
2. Your basic contract with contractors and service providers should contain the hold-harmless agreement. A separate hold-harmless agreement is confusing at best and may well be voided by the merger provision of your basic contract.
3. The degree to which one party can hold the other party harmless varies, depending on the nature of the activity and local law. However, you can almost never be held harmless for your own gross negligence or recklessness. Be sure to have your attorney review your agreement to be sure it does not go too far.

SAMPLE WORDING FOR A HOLD-HARMLESS AGREEMENT

Contractor/service provider agrees that it will indemnify and hold harmless Kiwanis International and _____, a Kiwanis club, from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by reason of any act or omission of the contractor/service provider or its agent or employees in the course of performing the work of providing the services that are the subject of this contract.

Blank copies of all forms are available for download at [KiwanisOne.org/liability](https://www.kiwanisone.org/liability)