

L.A. South Small Business Services

Hold Harmless Agreement

This Hold Harmless Agreement (the "Agreement") is entered into as of [TBD], by and between [Client], with its principal place of business at [TBD], and the **Los Angeles South Chamber of Commerce** and Los Angeles South HOPE Foundation, including its partners, staff, agents, and subsidiaries (collectively, the "Chamber").

1. Purpose

The purpose of this Agreement is to outline the terms under which the Client agrees to indemnify and hold harmless the Chamber from any claims, liabilities, losses, damages, or expenses arising from consulting and professional services provided by the Chamber.

2. Indemnification

The "Client" agrees to indemnify, defend, and hold harmless the Chamber, including its partners, staff, agents, and subsidiaries, from and against any and all claims, liabilities, losses, damages, or expenses, including but not limited to reasonable attorneys' fees and costs, arising out of or related to:

- Any acts or omissions by the Chamber in the performance of its consulting and professional services.
- Any breach by the Chamber of any terms, representations, warranties, or covenants under any agreement between the Client and the Chamber.
- Any claims, actions, or proceedings initiated by third parties related to the Chamber services or conduct.

3. Limitation of Liability

The Chamber liability under this Agreement shall be limited to the fullest extent permitted by law. The Chamber shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements, understandings, and representations, whether written or oral.

6. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

7. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

[Client Name]

By: _____

Name: [Name]

Title: [Title]

Los Angeles South Chamber of Commerce

By: _____

Name: Dexter McLeod

Title: President/CEO