

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this “Agreement”) is made effective on _____ by and between Minority Business Development Institute (hereafter “MBDI”), of 306 Farnsworth Avenue, Suite B, Bordentown, NJ 08505, and _____ MBDI Agent/Broker Referral Network Member (hereafter “agent/broker”), of _____.

MBDI and Agent/Broker are sometimes individually referred to as “Party” and collectively referred to as the “Parties”.

WHEREAS, Agent/Broker will perform some or all of the following services for MBDI in association with MBDI Bonding Readiness Programming: lecturing, participating in workshops, and providing professional services in line with surety and insurance agency/brokerage, and WHEREAS, in exchange for the ability to access potential new clients, Agent/Broker desires to hold harmless MBDI from any claims and/or litigation arising out of the Agent/Broker’s performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, MBDI and Agent/Broker hereby agree as follows:

1. **Hold Harmless.** Upon Agent/Broker’s performance of services by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, Agent/Broker shall defend, indemnify, and hold harmless MBDI from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons), whether brought on by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Agent/Broker, its personnel, employees, agents, contractors or volunteers in connection with or arising out of Agent/Broker’s performance of services. This indemnification applies to and includes without limitation, the payment of all fines, penalties, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to MBDI for all legal expenses and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
3. **Amendments; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waivers.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, privilege, benefit, or service voluntarily given or performed by a

Party shall give the other Party any contractual right by custom, estoppel or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
6. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
8. **Applicable Law.** This Agreement shall be governed by the laws of the state of New York.
9. **Signatories.** This Agreement shall be signed on behalf of MBDI by Elizabeth Duncan-Gilmour, Esq., Executive Director, and on behalf of Agent/Broker by_____.

MBDI

By: _____
Elizabeth Duncan-Gilmour, Esq.

Title: Executive Director

Agent/Broker

By: _____

Title: _____