

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on June 08, 2018 by and between THE CLIENT, with a property for servicing found within the state of Idaho and Empty Nest Cleaning (hereinafter, "ENC"), of 3501 East Woodville Drive, Meridian, Idaho 83642. THE CLIENT and ENC are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, ENC will be performing the following services for THE CLIENT: Servicing the cleaning of residential properties.; and

WHEREAS, in exchange for valuable consideration, ENC desires to hold harmless THE CLIENT from any claims and/or litigation arising out of ENC's performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, THE CLIENT and ENC hereby agree as follows:

TERMS

1. Hold Harmless. THE CLIENT shall fully defend, indemnify, and hold harmless ENC from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought 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, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of ENC, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to THE CLIENT for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. 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, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Arbitration. Arbitration shall be the sole, exclusive and final remedy for any dispute between Employee/Client(s) and Company. Accordingly, except as otherwise provided herein, neither Employee/Client(s) nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law, which the Company has not adopted.

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. Enforceability, Severability, and Reformation. 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 an arbitrator 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. The intent of the Parties is to provide as broad an indemnification as possible under Idaho law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Idaho law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Idaho, without regard to conflict of law provisions.

9. Signatures. This Agreement shall be signed by THE CLIENT, and on behalf of Empty Nest Cleaning by Bonnie Eads, Co-Owner, and effective as of the date stated.

Signed By: _____

Bonnie Eads

Title:Co-Owner/CEO, Empty Nest Cleaning