



Freeport, FL 32439 • 850-699-0239

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Agreement made and entered into the ____ day of _____, 200_ by and between Panhandle Polygraph Associates, LLC (hereinafter referred to as “PPA”) and _____ (hereinafter referred to as the “Service Contractor” agree as follows:

WITNESSETH

Whereas the Service Contractor desires to contract for services with PPA for the limited purposes of performing polygraph examinations and PPA desires execute a contract with Service Contractor for performance of these services, and,

Whereas the Service Contractor recognizes before contracting with PPA for this type of polygraph services that they must comply with The Employee Polygraph Protection Act of 1988 and 29 CFR 801 (hereinafter collectively referred to as “EPPA”), and,

Whereas the Service Contractor has represented to PPA that they have complied with all requirements of EPPA for PPA to be able to lawfully perform these limited services and conduct polygraph examinations upon employees of Service Contractor, and,

NOW THEREFORE in consideration of the premises and of the mutual covenants contained herein, and of other good and valuable consideration, the parties intending to be legally bound hereto do hereby covenant and agree as follows:

1. Service Contractor will employ the PPA for the limited purposes of performing polygraph examinations on a contract basis and both parties agree they do not have an employer to employee relationship. The provisions of the any contract for services or employment agreement between the parties shall be incorporated in this agreement.

2. Service Contractor hereby represents to PPA that Service Contractor has diligently researched the issues of EPPA that apply in these circumstances and have complied with such procedures.
3. Service Contractor agrees that they have fully reviewed 29 CFR Part 801 and recognize and have complied or will comply with the following:
29 CFR Part 801 Subpart D - Each employer who, relying on an exemption, requests or administers a polygraph test to an employee or applicant must maintain records setting forth the specific activity or incident which is the basis of the testing, notices setting forth the time and place of the testing and the employee's rights, and copies of reports and other documents provided by the examiner.
4. Service Contractor agrees that if any violation of EPPA has occurred or will occur because of Service Contractor's failure to follow the EPPA regulations then Service Contractor shall indemnify, defend, and hold free and harmless PPA, her subsidiaries and affiliates, and each of their respective agents, employees, officers, directors, successors, and assigns, from and against any and all actions, claims, liabilities, assertions of liabilities, losses costs, and expenses whatsoever, including, but not limited to, attorneys' fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have result from this agreement
5. Service Contractor on behalf of itself, its employees, and agents, (collectively, the "Releasors") hereby releases, acquits, and forever discharges the PPA, her subsidiaries and affiliates, and each of their respective agents, employees, officers, directors, guests, successors, and assigns (collectively, the "Releasees"), of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses, claims, and demands, related solely to this agreement and services provided under this agreement, Releasors now have or may ever have against the Releasees on account of any and all known and unknown, present or future injuries, losses and damages sustained or received or which may be sustained by Releasors.
6. This Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
7. Service Contractor hereby represents to PPA that Service Contractor has the full right, power, and authority to execute this Agreement.

IN WITNESS THEREOF, Service Contractor sets their hands and seals this day and year first above written.

For: _____

By: _____

Its: _____