



Dear Client,

To receive the DMC Estimate and Project Management Platform in Excel, you must sign a "Hold-Harmless" agreement with DMC. The form is included below and is also available from DMC at [dmc@millworkconsultant.com](mailto:dmc@millworkconsultant.com). Once this form is signed, scanned and returned to DMC you will receive the Platform. Disregard this if you have already signed the Hold Harmless and returned it to DMC.

**Hold Harmless Agreement – All Versions Ever Transmitted to You of the DMC Estimating and Project Management Platform in Excel**

This HOLD HARMLESS AGREEMENT is made effective with the date of signing noted below and lasts to perpetuity.

1. WHEREAS, in exchange for the use of the DMC Estimating and Project Management Platform in Excel, the signatory noted below shall defend, indemnify, and hold harmless DMC Millwork Consultation (DMC) from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, errors in the platform, 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 government body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of DMC Millwork Consultation (DMC), 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 DMC Millwork Consultation (DMC) for all legal fees, expenses, and costs incurred by it.
2. Signatory and company noted below understands that the hyperlinks used for this platform written into Microsoft Excel. From time to time issues arise regarding Excel. Signatory and company noted below agree to check all work and confirm or repair any errors as a result of any part of the Excel program, and to hold DMC Millwork Consultation (DMC) harmless for any and all errors of any kind whatsoever.
3. Signatory and company below agree to not discuss, give or transfer any part of the DMC Estimating and Project Management platform publicly, including any blogs, review sites, the AWI community, social websites, professional websites, or any other locations, websites, or public venue. If this clause is violated, the full authority of this document will apply legally. Transfer of this file to any competitors of DMC Millwork Consultation is expressly forbidden.
4. The signatory below warrants that he/she has the legal power, right and authority to make this Hold Harmless agreement binding both the individual signatory, as well as the company listed. Signatures without a company name will not be acceptable. Company name without signatures will not be acceptable. All blanks must be filled in completely or this Hold Harmless agreement will be rejected by DMC Millwork Consultation (DMC).
5. No supplement, modification, or amendment of this Hold Harmless agreement shall be binding unless generated by DMC Millwork Consultation (DMC).
6. 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 and contractual right by custom, estoppel, or otherwise.
7. No attorneys' fees or court costs of any kind will be due signatory or company noted below for any reason whatsoever from DMC Millwork Consultation (DMC).
8. This Hold Harmless agreement contains the entire agreement between DMC Millwork Consultation (DMC) and the signatory and company noted below. This Hold Harmless agreement supersedes any prior oral or written statements or agreements between DMC Millwork Consultation (DMC) and the signatory and company noted below.
9. This Hold Harmless agreement shall be governed exclusively by the laws of the State of Colorado, without regard to conflict of law provisions. Signatory below is responsible for all attorney's fees and court costs by all parties if the need should arise to protect the interests of DMC Millwork Consultation.
10. Any lawsuit or legal proceeding arising out of or relating to this Hold Harmless agreement in any way whatsoever shall be exclusively brought and litigated in the courts of the county of El Paso, State of Colorado. Signatory and company below agree that a Change in venue is not allowed.

Signed and Agreed to:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Your Title

\_\_\_\_\_  
Company Name (required)