

198 East Tenants Corporation

198 East Seventh Street * New York, NY 10009

Indemnification Agreement

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Shareholder”) of 198 East Tenants Corporation and its managing agent (“Corporation and its Agent”), the Contractor and Shareholder hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Shareholder and/or Corporation and its Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney’s fees, costs, court costs, expenses, and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Shareholder. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Shareholder and/or Corporation and its Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of the Shareholder and/or Corporation and its Agent either causing or contributing to the underlying claim. In the event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law, or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer’s liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor’s liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Shareholder and Corporation and its Agent to be named as Additional Insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary and not concurrent with other valid and collectible umbrella/excess liability policy, cause the coverage afforded to the Shareholder and Corporation and its Agent thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Shareholder and Corporation and its Agent and not concurrent with or excess to other valid and collectible insurance available to Shareholder and Corporation and its Agent.

Dated: _____

Shareholder _____

Contractor _____

By: _____

By: _____