

INDEMNITY AGREEMENT

Whereas _____
"Indemnitor", is and will be performing certain work at the property 200 East 16th Street New York, N.Y. 10003 (the "Property") pursuant to Purchase Order or other agreement. The Property's owner, 200 East 16th Street Housing Corp. and its Managing Agent, Orsid Realty Corp, (each individually and collectively an "Indemnitee") and Indemnitor hereby agree that the following provisions shall be incorporated by reference into each such Purchase Order or other agreement:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Indemnitor agrees to indemnify, defend and hold harmless Indemnitee from any and all claims, suits, damages, liabilities, professional fees, including attorneys' 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 Indemnitor, its agents, servants, subcontractors or employees, or the use by Indemnitor, its agents, servants, subcontractors or employees, of facilities owned or leased by the Indemnitee. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnitee and/or Managing 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 Indemnitee any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Indemnitor 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) "follow form" umbrella or excess liability with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.

Indemnitor shall cause Indemnitee to be named as an Additional Insured by use of the latest version of ISO endorsement CG 20 26. To the extent that coverage is not available through the use of the CG 20 26 form but rather is written on a "Blanket" Additional Insured basis as required by written contract then this instrument shall constitute and hereby serve to satisfy the "written contract" requirement. Indemnitor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Indemnitee. All other valid and collectible insurance available to Indemnitee shall be applied on an excess basis over and above all layers of Indemnitor's insurance, aforementioned, whether primary or excess. Indemnitor shall, by specific

endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Indemnitee thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Indemnitee and not concurrent with or excess to other valid and collectible insurance available to Indemnitee.

200 East 16th Street Housing Corp. and
Orsid Realty Corp (as Indemnitee)

_____ (as Indemnitor)

By: _____
(Please Print)

By: _____
(Please Print)

Signed _____

Signed _____

Dated:

Dated: