

INDEMNITY AGREEMENT

1. This agreement is between Port Liberte Condominium Association II, Inc., with an address of c/o FirstService Residential, 12 Chapel Avenue, Jersey City, New Jersey 07305 ("Association") and _____, with an address of _____ ("Contractor").

2. This agreement pertains to work being performed by Contractor for _____ who is a member of the Association ("Member") and the record owner of the condominium unit located at _____, Jersey City, New Jersey 07305 ("Unit"). The work is further described as set forth on Exhibit "A" attached hereto ("Specifications").

3. As a condition precedent for the Contractor to work on the Member's Unit, the Contractor has agreed to indemnify/hold harmless the Association for any action arising from the Contractor's work at the Unit.

4. Contractor shall name the Association and its managing agent as additional insureds under its comprehensive general liability insurance policy by providing the following endorsements: Additional Insured Status for Ongoing Operations (endorsement CG2010 04/13) and Additional Insured Status for Completed Operations (endorsement CG2037 04/13).

5. Contractor agrees to the terms herein as it recognizes that the work performed on the Unit in accordance with the Specifications may affect or damage certain Association assets and property and/or injury may occur on Association property.

6. The Contractor hereby agrees to indemnify and save harmless the Association and its managing agent from liability for any damage or loss that occurs during or in connection with the Contractor's performance of the contract work, whether it be caused by the negligent or intentional act or omission of the Contractor, its agents, employees, subcontractors or servants or otherwise.

7. The Contractor agrees to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained in this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

8. If the Association, in enforcement of any part of this indemnity agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, the Contractor agrees to reimburse the Association for such expenses, attorneys' fees, or costs within thirty days after receiving written notice from the Association of the incurring of such expenses, costs, or obligations.

ATTEST:

PORT LIBERTE CONDOMINIUM
ASSOCIATION II, INC.

Lynn Nolan, Secretary

By: _____
Robert Fornes, President

ATTEST:

_____ (Contractor)

By: _____