

INDEMNITY AGREEMENT

The Contractor shall, to the fullest extent permitted by law and its own cost and expense, defend, indemnify and hold Owner, its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorneys fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/ or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the contractor or subcontractor. The foregoing indemnity shall include injury or death of any employee of the contractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.

Contractor hereby agrees to name the entities listed below as additional named insureds under its/their insurance policies with the required amounts of coverage with respect to work done in this building. Contractor also agrees that its insurance carriers shall waive their rights of subrogation with respect to the entities listed below:

Marlboro Building Associates, LLC

Newmark Real Estate & Co, Inc. d/b/a/ Newmark Knight Frank

Contractor hereby agrees that it shall be responsible for supplying its own safe and adequate tools and equipment, including ladders, scaffolding, or other similar equipment, and shall provide adequate training for its employees in order to undertake the contemplated work.

AGREED TO: _____

CONTRACTOR NAME:_____

TITLE: _____

DATE: _____

**** Required only if contract does not include an indemnification provision.**