



HOLD HARMLESS AGREEMENT

Association: 849 St. Nicholas Avenue HDFC Corp.

Address: _____

Unit Tenant(s):

To the fullest extent permitted by law, Unit Tenant(s) agree to indemnify, defend and hold harmless Association and/or Managing Agent 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 contractor and/or hired individuals, its agents, servants, subcontractors or employees, at premises owned by Unit Tenant(s) and/or the common area of the Association.

This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Association and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of the Association and/or Managing Agent causing or contributing to the underlying claim, in which 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.

Unit Tenant

Unit Tenant

Date