

Contractor Insurance and Indemnity Agreement

This agreement is made by and between _____ a New York Limited Liability Company with a principal address of 524 North Avenue, New Rochelle, New York 10801 (hereinafter “Owner”) and Owner’s Managing Agent, Pelican Management, Inc. a New York Corporation with a principal address of 524 North Avenue, New Rochelle, New York 10801 and all of Owner’s affiliates outlined in Article 5 herein and _____ . with a principal place of business at _____ (hereinafter “Contractor”). The parties herein agree they are simultaneously entering into a contract for the Contractor to perform certain services on behalf of the Owner (“Contract”) as well as possibly performing other work at other sites owned and operated by Owner or its affiliate in the future. This agreement shall become a part of the Contract and the regular course of business dealings for any other projects between the Owner or its affiliates and any conflicts between this agreement and the Contract or invoices or proposals shall be resolved in accordance with the terms of this Agreement.

1. Contractor shall not commence any work under the Contract, proposal or invoices until it has obtained insurance in the types and with the respective minimum limits of coverage set forth below:

a. Comprehensive General Liability :

- i. Bodily Injury \$1,000,000.00 each occurrence
- ii. Property Damage \$1,000,000.00 each occurrence

b. Comprehensive Automobile Liability

- i. Bodily Injury \$1,000,000.00 combined single limit

c. Excess Liability

- i. Umbrella Form \$2,000,000.00 each occurrence

d. Workman’s Compensation ... Statutory Limitations

e. Employer’s Liability.....\$1,000,000.00 each occurrence

2. Contractor shall submit to Owner written confirmation in the form of an insurance certificate that the foregoing insurance is in full force and effect, with a reputable permitted insurance company and that the foregoing insurance will apply on a primary non-contributory basis, prior to commencing any work as set forth or referred in this agreement and naming Owner and all of the affiliates named in paragraph 5 hereof and Pelican Management, Inc. as an additional insured and that any and all rights of subrogation are waived.

The Insurance shall not have any exclusions for Labor Law, Worker or Employee Injury or for Contractual Liability.

3. To the fullest extent permitted by law, the Contractor and/or its Subcontractor (s), and all other tiers of Subcontractor (s) shall indemnify, defend, and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses and expenses, liabilities, professional fees, court costs, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
4. In claims against any person or entity indemnified under this agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under

workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

5. Contractor acknowledges the following companies are all affiliates of Owner and any and work performed by Contractor at any of the properties owned and operated by the entities shall be covered by the terms and conditions of this agreement: **CEDAR TWO COMPANY, LLC; DEEGAN TWO COMPANY, LLC; FORDHAM ONE COMPANY, LLC; WEBB AVENUE COMPANY, LLC; CONCOURSE ONE COMPANY, LLC; NOONAN TOWERS COMPANY, LLC; REVITE ONE COMPANY, LLC; SHERIDAN ONE COMPANY, LLC; MORRIS HEIGHTS, LLC; FIFTH AVE. DEV. COMPANY, LLC; PARK TOWERS SOUTH COMPANY, LLC; COD, LLC; 151 WEST, LLC; ROCKAWAY ONE COMPANY, LLC; OCEANVIEW ASSOCIATES, LLC; PHILROCK COMPANY, LLC; PARKWAY ASSOCIATES, LLC; DRAKE ONE COMPANY, LLC; HARBOR ONE COMPANY, LLC; GOLDFARB HUDSON CORP.; WHITE PLAINS COMPANY, LLC; 151 WEST, LLC; RSD 920, LLC; and GOLDFARB PROPERTIES, INC., PELICAN MANAGEMENT, INC. PELHAM 1130, LLC; PELHAM 1135, LLC, PELHAM 1540, LLC; MATTHEWS 2160, LLC, GC 1700, LLC, GC1770, LLC, AND MOUNT EDEN DEVELOPMENT, LLC.**
6. The parties agree that scanned or facsimile copy of signatures in this agreement shall be deemed originals for all purposes.
7. This Agreement may be signed in two or more counterparts, each of which will be deemed an original. Counterparts may be delivered via facsimile,, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be effective for all purposes.

Dated:

Owner
By:

Contractor
By: