

INDEMNIFICATION AGREEMENT

This agreement is being entered into freely by all indicated parties for any and all work done for, with, at the direction of, pursuant to an agreement procured by, or on behalf of Bella Vista Group (a/k/a the "Manager"), (et. al.) for the period commencing _____ **2020** and automatically renewing annually until canceled in writing by either party; said writing to be delivered to the other party not less than 60 days prior to the date of intended cancellation.

This agreement is provided by _____ for the benefit of: Owner and Bella Vista Group, ISAOA and its owners, officers, employees and invitees; and any tenants of the property where such benefit is appropriate as determined in the sole judgement of Bella Vista Group. The parties are in full agreement to the provisions contained herein, and pertains to all activities performed during the contract period specified above, whether they be by written or verbal arrangement, directly or indirectly benefitting any of the _____ property, tenants, occupants or invitees.

Owner or Manager may execute this agreement with a party that may act as either the Contractor or Subcontractor, each designation to be utilized for each separate work event as may be appropriate for that particular event; consequently, the agreement shall be read and applied for each separate work event so as to reflect the appropriate designation as intended by the Owner and/or Manager and as determined in the sole judgement of the Owner and/or Manager.

ARTICLE I - INDEMNIFICATION

1.1. Indemnification.

To the fullest extent permitted by law, Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall indemnify, defend and hold harmless the contractor, Owner, Architect/Engineer, Bella Vista Group, their parents, members, subsidiaries, related corporations and any other entity as provided in the Contract Documents (hereinafter "Indemnified Parties") and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, in any way connected with the 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 the loss of use resulting there from, but only to the extent caused or alleged to be caused by the negligent acts or omissions of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), anyone directly or indirectly employed by the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) or anyone for whose acts the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) 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 paragraph.

1.2. No limitation upon Liability.

In any and all claims against the Indemnified Parties, by any employees of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), anyone directly or indirectly employed by the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) or anyone for whose acts the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) may be liable, the indemnification obligation under Paragraph 1.1 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) under worker's compensation acts, disability benefit acts or other employees benefit acts.

1.3. Additional Indemnification.

Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys; consultants; and experts' fees as a result of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s actual or alleged failure to perform the Subcontract in accordance with the terms of this Agreement and the Contract Documents. The foregoing obligations of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall include, but are not limited to:

- (i) Damages and other delay costs payable by Contractor;
- (ii) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) caused delays or omitted or defective's Work;
- (iii) Warranty, rework and repair costs;
- (iv) Liability to third parties, including, but not limited to, other contractors (or subcontractors, as may be the appropriate designation from time to time and job to job) of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) and Owner's or Manager's contractors;
- (v) Excess re-procurement costs;
- (vi) Costs to obtain a substitute or costs incurred to demand and ensure performance of Contractor's surety in the event of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) default;
- (vii) Consultants' and experts fees; and
- (viii) Attorneys' fees and related costs.

Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s actual or alleged failure to perform shall include the actual or alleged failure of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) lower-tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an

obligation of Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) performance bond surety provided, however, the existence or non-existence of performance of payment bond shall in no way limit or condition the Indemnified Parties' right of indemnity or remedies against Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) nor shall it limit Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) responsibilities hereunder.

1.4. Indemnity For Equipment Utilized.

In the event that Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) or any of Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the indemnified Party-owned or indemnified Party-leased equipment.

1.5. Patents.

Except as otherwise provided by the Contract Documents, the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s Work. The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall defend all suits for claims for infringement of any patent rights arising out of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s Work, which may be brought against the Contractor, Owner, or Architect/Engineer and shall be liable to the Contractor, Owner, or Architect/Engineer for all loss, including all costs, expenses, and attorney's fees.

1.6. Work.

Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) hereby assumes the entire responsibility and liability for work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) until final acceptance of Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s Work by the Owner or Manager as defined by the Contract Documents. In the event of any loss, damage or destruction thereof from any cause, Contractor (or Subcontractor, as may be the

appropriate designation from time to time and job to job) shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) sole cost.

1.7. Duty to Defend. Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall:

(i) At Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) own cost, expense and risk, defend all claims defined in this Article that may be brought or instituted by third persons, including, but not limited to, governmental, state, or local agencies, or employees of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) against any of the Indemnified Parties or their agents or employees or any of them;

(ii) Pay and satisfy any judgment or decree that may be rendered against the indemnified parties or their agents or employees, or any of them arising out of any such claim; and,

(iii) Reimburse the Indemnified Parties or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article;

(iv) At the option of an Indemnified Party it may engage counsel of its choice with respect to any action which the Indemnified Party contends involves Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) indemnity obligations, and Subcontractor's insurer is obligated to accept such counsel and Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall pay all the fees and expenses thereof as provided above.

1.8. Indemnification independent from Insurance.

Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) indemnification obligations are independent from, and not limited in any manner by the Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) insurance coverage required by the insurance provisions of Article II.

ARTICLE II - INSURANCE

2.1. Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job)'s Insurance.

Before commencing the subcontract work, and as a condition precedent for payment the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall purchase and maintain insurance, in conformance with the provisions contained in this Article. This insurance will provide a defense and indemnify the Contractor against any and all claims of any nature whatsoever, arising out of the Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) operations under this agreement.

This insurance shall apply regardless of whether the operation, actions, derelictions or failures to act, from which the claim arises, are attributable to the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), any of its consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.

2.2. Proof of Insurance.

Proof of this insurance shall be provided to the Contractor before the work commences, as set forth below. In the event the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) does not provide such proof prior to commencement of the work, the failure to provide this proof shall not be deemed a waiver by the Contractor of Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) insurance obligations set forth herein.

2.3. Denial.

In the event that the insurance company (ies) issuing the policy (ies) required by this Article deny coverage to the Contractor, Manager or Owner, the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) will defend and indemnify any of the Indemnified Parties at the Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) expense.

2.4. Minimum Limits of Liability.

The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) must maintain the required insurance with a carrier rated A- or better by A.M. Best. The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall maintain at least the limits of liability as set forth below:

- (i) Commercial General Liability Insurance
 - \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury Limit
- (ii) Comprehensive Automobile Liability Insurance
 - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

(iii) Worker's Compensation and Employers' Liability Insurance as follows excepting; however, in no event shall the limits be less than as may be prescribed by Law in effect at any time.

\$100,000 Each Accident

\$100,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

The Owner and/or Manager reserve the right, at any time, to adjust these limits, from time to time, to reflect then current industry standards for such insurances or as may be deemed advisable in the sole opinion of the Owner and/or Manager.

2.5 Additional Insured Status and Certificate of Insurance

The Contractor, Manager and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Operations and Products/Completed Operations on the Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Worker's Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's, Manager's and Owner's officers, agents and employees, with respect to all projects during the policy term.

Prior to commencement of work Contractors (or Subcontractors, as may be the appropriate designation from time to time and job to job) shall submit a Certificate of Insurance in favor of the Indemnified Parties and an Additional Insured Endorsement (in form acceptable to the Indemnified Parties) as required hereunder. The Certificate shall provide for 30 days' notice to Contractor, Manager and Owner for cancellation or any change in coverage.

2.6 No Limitation on Liability

In any and all claims against the additional insured by an employee of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), anyone

directly or indirectly employed by the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) or anyone for whose acts the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) is liable, the indemnification obligation shall not be limited in scope, nor have any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.7 Cancellation, Renewal and Modification

The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall maintain in effect all insurance coverages required under this Agreement at the Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) sole expense and with insurance companies acceptable to the Indemnified Parties. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to Indemnified Parties. Certificates of insurance showing required coverage to be in force pursuant to Paragraph 2.2 must be delivered to the Indemnified Parties prior to commencement of the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Indemnified Parties may, at its sole discretion, purchase such coverage as desired for the Indemnified Parties benefit and charge the expense to the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job), or, in the alternative, terminate this Agreement.

2.8 Continuation of Coverage

The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall continue to carry Completed Operations Liability Insurance for at least three years after either ninety (90) days following Substantial Completion of Work or final payment to the appropriate party, whichever is later. The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) shall furnish the Indemnified Parties evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

2.9 Acknowledgment of Referral of this Provision to Contractor's (or Subcontractor's, as may be the appropriate designation from time to time and job to job) Insurance Agent or Broker

The Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) represents that he has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and that the Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein. *The Indemnified Parties and Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job) hereby acknowledge that this Exhibit is considered a material term of their contract.*

ARTICLE III - ENFORCEMENT

3.1 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3.2 Arbitration

Should any dispute arise as to the interpretation of any term of this Agreement, the issue shall be decided by arbitration conducted under the applicable rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on both parties.

3.3 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New York unless the parties hereto shall subsequently agree in writing otherwise.

3.4 Entire Agreement

This Agreement contains the entire agreement of the parties. It may not be modified orally, but only by an agreement in writing, signed by both of the parties.

3.5 Expenses of Enforcement

In the event that any legal proceeding is brought to enforce any provision of this Agreement, the prevailing party in such proceeding shall be entitled to receive all of such party's reasonable expenses, including reasonable attorneys' fees and costs from the unsuccessful party.

Contractor (or Subcontractor, as may be the appropriate designation from time to time and job to job):

By: _____ Dated: _____

Bella Vista Group, Manager, Penny D. Cipolla

By: _____ Dated: _____

THIS DOCUMENT HAS IMPORTANT LEGAL AND INSURANCE CONSEQUENCES, AND IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICES AND ADVICE. CONSULTATION WITH AN ATTORNEY AND AN INSURANCE ADVISER IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT.

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