

NEW BEDFORD CONTRACTOR AGREEMENT

The undersigned Contractor (the "Vendor" or "Contractor") and its vendors and subcontractors, if any, are and/or will be performing certain services (the "Work") for owner(s) ("Owners") of one or more properties (the "Properties") managed by New Bedford Management Corp. (the "Agent") pursuant to authorization from, and/or at the direction of, the Agent acting as representative of the Owners. The Work may involve the Contractor, its subcontractors and/or their employees entering into the Properties to perform the Work. To induce the Agent to recommend the Contractor to perform the Work and Owners' agreement to pay for all work properly authorized and performed, the Contractor, to the extent applicable to the Work, hereby agrees that the following terms shall apply to all Work performed by Contractor at Properties or on behalf of Owners.

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owners, the Agent and their respective representatives, directors, officers, employees and agents ("Owner Related Parties") from and against any and all claims, suits, damages, liabilities, fees and expenses, including without limitation attorneys' fees, court costs, costs, expenses and disbursements, related to death, personal injury, sickness, disease or property damage (including loss of use thereof) arising out of or in connection with the performance of, or failure to perform or other omission relating to, the Work by the Contractor, its agents, servants, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against one or more Owner Related Parties without negligence by the Owner Related Party and solely by reason of statute, operation of law or otherwise. In the event of any contributory negligence on the part of one or more Owner Related Parties either causing or contributing to the underlying claim, such 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, to the applicable Owner Related Party.

This indemnification obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to an Owner Related Party, nor shall be limited in any way by the amounts or types of damages, compensation benefits or benefits payable by or for the Contractor under any workers' compensation, disability benefits or other employee benefits laws.

INSURANCE PROCUREMENT

Contractor shall obtain and continuously maintain at all times it performs Work at any of the Properties, at its sole cost and expense, the insurance as specified in the Insurance Exhibit. All vendors and subcontractors employed by Contractor, or otherwise providing services for Contractor, in connection with the Work shall also comply with the insurance requirements in the Insurance Exhibit, and it shall be the obligation of Contractor that all of them are in compliance therewith.

LICENSING REQUIREMENTS

Contractor represents that it maintains any and all licenses required by the Federal, New York State and New York City governments as are required to perform the Work and that it shall

maintain such licenses for as long as it performs Work. If for any reason any such license(s) are revoked, suspended or otherwise terminate, Contractor shall immediately notify the Agent of such revocation, suspension or termination. Contractor shall provide copies of all such licenses.

PARTY OBLIGATED TO COMPENSATE CONTRACTOR

Contractor has been advised that the Agent is not the owner of any of the Properties and that, when Contractor is performing Work at a Property, Contractor has been engaged on an Owner's behalf. Contractor acknowledges that the Agent is a disclosed agent of the Owners and is not liable to Contractor for payment to Contractor for any services Contractor may provide or for any of the other obligations of an Owner to Contractor. Contractor shall have no recourse whatsoever against the Agent for services performed for Owners.

ETHICAL CONDUCT

Contractor has also been advised that Agent has a policy forbidding any of its employees from soliciting or accepting any gratuity or compensation from any person or entity offering services to the Owners of the Properties. Contractor shall not offer or give to any employee of Agent any gratuity or compensation in any form and shall report to the President, Chief Operating Officer or General Counsel of Agent any effort by an employee of Agent to solicit Contractor in violation of this policy.

Nothing contained in this Agreement shall be construed to require any indemnification which would make this Agreement void or unenforceable, nor shall it reduce or eliminate any other indemnification or rights which any Owner Related Parties may have under any other terms of a direct contract between Contractor and an Owner or the Agent or by law.

This Agreement shall remain in full force and effect so long as Contractor performs Work at the Properties and/or for the Owners, unless canceled by Contractor's written notice to Agent.

Agreed to on this _____ day of _____, 20____

Contractor Name

By: _____
Signature

Print Name and Title