

INSURANCE - OWNER

Owner shall cause to be placed and kept in full force and effect an extended coverage insurance policy for the Property insuring against fire and other perils. Insurance coverage shall be in conformance with the bond or other lender covenants relating to the financing of the Property, if any.

Owner and Manager shall each, at their own expense, carry commercial general liability insurance with limits of coverage for bodily injury and property damage liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 policy general aggregate and each party shall provide evidence to the other that the insurance is being maintained in effect along with evidence that the insurance will not be cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the non-procuring party. Owner's participation in a governmental risk sharing pool shall be deemed to satisfy Owner's insurance requirements under the preceding sentence. Each party shall also name the other as an additional insured on their respective policies to the extent of each party's indemnification obligations under this Agreement. It is further agreed that Manager's liability insurance shall be primary with respect to Manager Employee Claims (as defined below), and not contributing with any other insurance maintained by Owner notwithstanding any inconsistent provisions in any such policies maintained by Owner and shall not require contribution by any insurance or self-insurance maintained by Owner on any basis, pro rata or otherwise.

For purposes of the preceding paragraph, Manager Employee Claims shall be defined as any and all claims, demands, suits, actions or judgments which actually or allegedly arise from the acts or omissions of Manager or its officers, agents, employees or contractors, except such as may have been caused solely by the negligence of Owner. To the extent a claim is brought against Owner as the result of a Manager Employee Claim, such claim against Owner shall be deemed to be a Manager Employee Claim. For example, if Manager's bookkeeper fails to deposit a tenant security deposit in a residential landlord/tenant trust account as required by law, and the tenant therefore brings a claim against Owner for violation of such law, then such claim shall be a Manager Employee Claim covered by Manager's liability insurance.

INSURANCE - MANAGER

WORKERS' COMPENSATION INSURANCE.

Manager is a "subject employer" within the meaning of state law. Manager shall procure and maintain all legally required insurance coverage relating to its employees, including, but not limited to, workers' compensation and employer's liability insurance, in the amounts required under state law.

FIDELITY COVERAGE WITH EMPLOYEE DISHONESTY.

Manager shall maintain fidelity coverage with employee dishonesty covering all employees on a blanket basis in the minimum amount of three (3) months' Property rent or One Hundred Thousand Dollars (\$100,000), whichever is more.

ERRORS & OMISSIONS AND PROFESSIONAL LIABILITY INSURANCE.

Manager, at its own cost and expense, shall procure and maintain both Errors & Omissions insurance and Professional Liability insurance, with coverage of not less than One Million Dollars (\$1,000,000), which shall also include Tenant Discrimination coverage of not less than One Million Dollars (\$1,000,000) per occurrence, which minimum shall not be as a sub-limit, covering, on a blanket basis, all Manager's employees working at or in connection with the Property, including but not limited to, all officers, agents, and employees of Manager. If the errors and omissions policy does not include Tenant Discrimination coverage, Manager shall obtain an endorsement or a separate policy in the required amount. This required coverage shall also include coverage for Employment Practices Liability, which may be endorsed onto the above referenced policy or purchased as a separate insurance policy.

AUTOMOBILE LIABILITY INSURANCE.

Manager, at its own cost and expense, shall procure and maintain automobile liability coverage with a policy limit of not less than One Million Dollars (\$1,000,000) combined single limit, covering all motor vehicles owned, non-owned, leased, hired, or borrowed that are used by Manager or its employees.

INDEMNIFICATION

INDEMNIFICATION OF OWNER.

Manager shall indemnify, defend, and save Owner and its partners, directors, officers, agents, and employees harmless from any and all losses, costs, claims, demands, causes of action and damages, including, without limitation, any judgment, award, reasonable attorneys' fees, and all other costs, arising directly or indirectly out of:

Negligence, errors and omissions, breach of fiduciary duty, fraud, or intentional misconduct of Manager or any of its officers, partners, directors, agents, or employees, in connection with this Agreement or Manager's services or work hereunder;

Manager's staffing, hiring, firing, or other practices relating to Manager's employees, including, but not limited to, employment taxes, workers' compensation, fines, penalties, and attorneys' fees

arising out of the alleged or actual violation by Manager of labor, employment, or discrimination laws or regulations; or

Manager's failure to comply with applicable laws.

Notwithstanding the foregoing, Manager's obligation to indemnify Owner shall not extend to any claim, demand, cause of action, or damage to the extent caused by the negligence, willful misconduct, gross negligence, fraud, or illegal action of Owner, or its partners, directors, officers, agents, or employees. The provisions of this Section shall survive the termination of this Agreement.

INDEMNIFICATION OF MANAGER.

Owner shall indemnify, defend, and save Manager, and its directors, officers, agents, and employees harmless from any and all losses, costs, claims, demands, causes of action, and damages, including, without limitation, any judgment, award, reasonable attorneys' fees, and all other costs, arising directly, or indirectly out of the violation by Owner, or any of Owner's partners, directors, officers, agents, or employees of any statute, rule, regulation, or law pertaining to the Property. Notwithstanding the foregoing, Owner's obligation to indemnify Manager shall not extend to any claim, demand, cause of action, or damage to the extent caused by the negligence, willful misconduct, gross negligence, fraud, or illegal action of Manager, or its partners, directors, officers, agents, and employees. The provisions of this Section shall survive the termination of this Agreement.

INDEMNIFICATION PROCEDURE.

Promptly after receipt by an indemnified party of notice of any suit, proceeding, claim, demand or action that falls under the scope of this Section and that the indemnified party intends to seek indemnification therefore (collectively, the "**Claim**"), such indemnified party will deliver to the indemnifying party a written notice of the Claim and the indemnifying party shall assume the defense thereof with counsel mutually satisfactory to the parties.

The indemnified party shall reasonably cooperate with the indemnifying party in connection with the defense of the Claim including, without limitation, by making available to the indemnifying party all relevant information material to the defense of the Claim. The indemnified party shall be entitled to participate in the settlement or defense of the Claim and to approve any proposed settlement that would impose any obligation or duty on the indemnified party, which approval may, in the sole discretion of the indemnified party, be withheld. The indemnified party shall have the right to pay or settle any Claim at any time, provided that in such event it waives the right to indemnification therefore by the indemnifying party. The indemnified party will seek prior approval of the payment or settlement if reasonably possible from the indemnifying party prior to payment or settlement.

If the indemnifying party fails to contest the Claim or approve settlement in good faith and with reasonable diligence, the indemnified party shall thereafter have the right to contest, settle or compromise the Claim in its sole discretion, at the risk and expense of the indemnifying party, and

the indemnifying party will thereby waive any claim, defense or argument that the indemnified party's settlement or defense of such Claim is in any respect inadequate or unreasonable.

If the indemnification provided for in this Section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Claim, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense, including reasonable attorneys' fees.

With respect to any Claims made by third parties for bodily injury or property damage arising out of "maintenance", Owner shall indemnify Manager to the extent of Owner's fault and no more; likewise, Manager shall indemnify Owner to the extent of Manager's fault and no more.

EVIDENCE OF INSURANCE; SUBROGATION.

Manager and Owner will provide each other with certificates of insurance as well as copies of all policies including endorsements and exclusions that evidences that the insurance required under this Section is in full force and effect at all times. Policies required to be obtained pursuant to this Section must be endorsed to provide that thirty (30) days' advance written notice of cancellation or material change will be given to Owner and Manager. Policies required to be given shall provide that Owner shall be covered as an additional insured. Notwithstanding the receipt of copies of policies by Owner, Manager's obligations to carry the insurance coverage required shall not be deemed to have been waived, satisfied, or reduced; and notwithstanding such delivery to Owner, or any subsequent lack of notice of Owner's disapproval of the policies so provided, Manager shall continue to be obligated to carry each and every policy as set forth hereunder. All policies to be obtained shall contain waivers of subrogation rights, and each party waives any and all claims and causes of action against the other party to the extent covered by the responsible party's insurance, subject to the indemnification.

ACCIDENTS AND CLAIMS.

Manager shall promptly notify Owner of any accident or actual, threatened, or pending claim for damage relating to the ownership, management, operation, or maintenance of the Property. Manager shall promptly investigate and make a full written report to Owner within five (5) working days of receiving knowledge of any accident or claim for damage relating to the ownership, management operation, or maintenance of the Property, including any damage or destruction to the Property and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith. In no event shall Manager file or report any claim directly on Owner's insurance policies without Owner's prior written consent or direction, which may be withheld in Owner's sole discretion. Owner has the sole discretion whether or not to file or report a claim on Owner's insurance policies.

USE OF PREMISES and FIRE LEGAL INSURANCE.

Manager shall not use or cause the use of the Property for any purpose that might void any policy of insurance relating to the Property, increase the premium otherwise payable, or render any loss thereunder uncollectible. Manager shall also add Fire Legal coverage to their General Liability policy, by endorsement; to cover damage to Owners property caused by or arising from acts of Manager or Manager's employees. Fire Legal coverage should provide sufficient limits to cover the agreed replacement cost value of the structure and contents owned by owner, whether or not rented, leased or occupied by manager.

GENERAL.

All policies of insurance procured and maintained by Manager as provided for in this Agreement shall be placed with reputable insurers licensed and authorized to issue such policies in such amounts, with a current A.M. Best's rating acceptable to Owner. The Owner's commercial general liability policy shall be primary for any and all lawsuits related to the condition of the property where both the Owner and Manager have been named as Defendants in the same lawsuit. In these situations, the Manager shall also provide written notice to its insurance carrier that such a lawsuit has been filed. If the Manager was negligent or in any way responsible for the claim, the Owner's general liability insurer shall have the right to subrogate against Manager for damages and/or costs of defense. The Manager shall provide insurance for and its insurer shall be primary for any and all claims related to employment, tenant/landlord issues, fair housing and/ or equal opportunity. All policies of insurance procured and maintained by Owner as provided for in this Agreement shall be placed with reputable insurers licensed and authorized to issue such policies in such amounts.