



Indemnification Agreement

In return for and in consideration of Price Brothers Management Company and/or any of the apartment communities set forth on Exhibit A (collectively "Price") agreeing to purchase merchandise or services from _____ (hereinafter "Vendor"), Vendor agrees to be bound by all of the following:

- 1) With respect to all items or services purchased by Price from Vendor, at any time, Vendor agrees to the following:
 - a) Vendor shall defend, indemnify and hold harmless, at Vendor's own cost, Price, their affiliates and assigns, and their respective directors, officers, employees and agents, from and against all suits, losses, claims, causes of action, judgments, damages, penalties, costs, disbursements, expenses, and attorneys fees based upon, without limitation: personal injury; property damage; infringement of any third party's United States patent, copyright, trade secrets, trademark or other intellectual property right; or violations of any federal, state or local laws, rules, ordinances, or regulations including those with respect to product safety, labeling, packaging, weight, quality and consumer protection, which may be asserted, alleged, demanded, claimed, recovered or otherwise incurred or sustained by Price as a result of Price's use or purchase of any item or service.
 - b) The foregoing covenants and indemnification shall remain in full force and effect at all times and under all conditions upon any purchaser, assignee, trustee or other succeeding entity of either Price or Vendor.
- 2) Vendor shall carry liability insurance covering injury or damages to person(s) or property caused by or resulting from use of the Items with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Five Hundred Thousand (\$500,000) for Workers Compensation Insurance. Prior to delivery of any item or service to Price, Vendor shall deliver to Price a Certificate of Insurance evidencing that the foregoing insurance is in full force and effect. Vendor will also insure that the coverage under said policy and the proceeds thereof shall be effective, in the event of any claim, as of the date of sale of any item or service causing injury or damages notwithstanding that as of the date of injury or damage said policy may have been canceled or coverage reduced; and that said policy shall not be canceled or otherwise modified or amended to the detriment of Price without the insurer or its authorized agent first giving Price ten (10) days prior written notice by certified mail advising Price of Vendor's intention to cancel, modify or amend such insurance policy. Upon receipt of any such notice, Price, at its option, may cancel any purchase order placed with Vendor for which delivery has not been made.
- 3) This Indemnification Agreement shall be governed by and construed in accordance with the laws of the state where the apartment community is located. Any dispute arising out of this Agreement which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court or the State Court for the area where the apartment community is located, and the parties consent and submit to the personal jurisdiction of such court.

Intending to be legally bound by the terms and conditions set forth above, Vendor executes this Indemnification Agreement this _____ day of _____, 2____.

NAME OF VENDOR _____
(print Name of Vendor)

By: _____
Authorized Signature:

(print Name and Title)

Original copy (with ballpoint signature) must be sent to the Corporate Office via US Mail, to your respective buyer. Return signed form to:

(Property Representative)

EXHIBIT A
APARTMENT COMMUNITIES

AVIGNON APARTMENTS
BREMERTON PARK APTS.
BRISTOL POINT APTS
WIND RIVER LODGE APTS
CLAIRBORNE APTS.
CLAREMONT APTS.
CLOVERSET APTS.
COVENTRY OAKS APTS.
CREEKVIEW APTS
CRESCENT APTS.
CROWNE CHASE APTS.
DEER CREEK APTS.
DEERFIELD APTS.
FIESTA SQUARE APTS
HAVERFORD WEST APTS.
HIGHLAND PARK APTS.
LOUISBURG SQUARE APTS.
MALVERN HILL APTS.
MILLCREEK WOODS APTS.
PEAR RIDGE APTS.
PEBBLEBROOK APTS.
PRESTON COURT APTS
SHERIDAN RIDGE TOWNHOMES
SOMERSET OAKS APTS.
STONEPOST RANCH APTS.
WADE CROSSING APTS.
WATERFORD PLACE APTS.
WILLOW CREEK I, II, III APTS.
WILLOW CREEK IV APTS.