

INDEMNITY AGREEMENT

In consideration of the Board of Directors of the **Elm at Clark Condominium Association** consenting to the repairs proposed by _____ ("Unit Owner"), Owner of Unit _____ at the Elm at Clark Condominium Association, in deviation from the construction guidelines of the Association, specifically the failure to provide proof of minimal property loss/damage/liability insurance by the contractor, subcontractor or repair person and in further consideration of the promises contained herein and other valuable consideration, receipt of which is hereby acknowledged, Unit Owner does hereby agree that he/she will, at all times hereafter, indemnify the Elm at Clark Condominium Association, its current and future Board members, officers, agents, Unit Owners and residents, against any loss, damage or expense, including costs and reasonable attorneys' fees, which any of them may sustain or incur by reason of the repairs in said unit.

In the event that any claim, action, suit or proceeding is brought against the Elm at Clark Condominium Association, upon any liability arising out of the repairs in Unit _____, or any manner or incident thereto, Unit Owner shall immediately give notice, in writing, thereof, to the Board and management. Unit Owner shall be liable for the payment of all obligations that may be incurred by the Elm at Clark Condominium Association, its current and future Board members, officers, agents, Unit Owners and residents, under this Indemnity, and the Board of Directors of the Elm at Clark Condominium Association shall have the full right to take such steps to compel performance by Owner as may be necessary and proper, and to collect from Unit Owner any loss which the Elm at Clark Condominium Association, its current and future Board members, officers, agents, Unit Owners and residents may incur. Specifically, Unit Owner shall indemnify and hold harmless the Elm at Clark Condominium Association, its Board, and each and all Unit Owners and residents of the Elm at Clark Condominium Association from and against the following:

- A. Any damage to any part of the property, fixtures on the property, directly or indirectly caused by the repairs;
- B. Any claim or demand for mechanic's lien by any contractor, subcontractor or repair person directly or indirectly resulting from the repairs;
- C. Any claim or demand by any person or persons, entities, whether Unit Owners, tenants, guests, or invitees, for personal injury or property damage of any nature or description, arising directly or indirectly from the repairs;
- D. Any claim or damage by the City of Chicago, or its departments, for failure of Unit Owner to obtain necessary permits or comply with any applicable building or zoning ordinance, law or regulation; and
- E. Any increase in insurance costs or real estate taxes due to the repairs.

This indemnity shall be binding upon Unit Owner's successors in interest, and grantees, of Unit _____ at the Elm at Clark Condominium Association building.

Dated: _____, 2012

By: _____ Unit Owner(s)

Title: _____