

## **INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (this “Agreement”) is entered into this 1st day of January 2025, by and between **BUCKINGHAM PROPERTIES LLC**, hereinafter called “Buckingham”, and \_\_\_\_\_, hereinafter called “Contractor”, in connection with the performance of \_\_\_\_\_ work at properties owned by Buckingham Parties (as defined below).

Contractor desires that Buckingham and/or one or more of the Buckingham Parties have contractor perform work at various properties owned by Buckingham or other Buckingham Parties.

Buckingham has required as a condition of entering into a contract or of permitting Contractor to work on any properties owned by any Buckingham Parties that Contractor agree to indemnify Buckingham and all Buckingham Parties from any claims for personal injury or property damage arising out of or in connection with the work to be done by Contractor at properties owned by Buckingham Parties.

The parties have agreed as follows:

1. In consideration of Buckingham and/or other Buckingham Parties engaging Contractor to perform services as specified above, Contractor agrees that, to the full extent permitted by law, it will indemnify, save harmless and defend all Buckingham Parties and their agents, servants or employees, or any of them, from and against all claims, damages, loss and expenses (including but not limited to attorney's fees) arising out of or connected in any way with the performance by Contractor, or any of its subcontractors or employees, of the work which Contractor will be doing now or in the future at any property owned or managed by any of

the Buckingham Parties (whether such claim, damage, loss or expense is as a result of personal injury, sickness, disease, death or damage to or destruction of tangible property) arising for any reason whatsoever, including but not limited to claims under the Labor Law of the State of New York and claims of negligent acts or omission or statutorily imposed liability on the Contractor, or any subcontractor, agent, servant or employee working for the Contractor or any subcontractor.

2. In claims against any Buckingham Party or any agent, servant or employee of any Buckingham Party, by an employee of the Contractor, the subcontractor or any agent, servant or employee of either Contractor or subcontractor, the obligation to indemnify shall not be limited by any limitation on amount or type of damage, compensation or benefits payable by or on behalf of the Contractor, subcontractor, under Workers' Compensation acts disability benefits or other employee benefits.

3. Contractor agrees to require the insurance carrier(s) with whom coverage has been bound for the provision of insurance in regard to general liability, umbrella, auto and worker's compensation coverage, to add endorsements to the policies in effect for the calendar year 2025 to name both Buckingham Properties (as manager) and the Buckingham Party (property owner) for which the work is to be performed as additional insured parties, on a primary and non-contributory basis. Contractor and Buckingham Properties will agree on the limits of insurance required on a per job basis, based on the work to be performed. Contractor agrees to furnish Buckingham Properties with a certificate of insurance as evidence of the endorsement prior to work commencing at each potential Buckingham Party location.

4. The terms of this Agreement shall apply to any work performed on or subsequent to January 1, 2025, by or on behalf of Contractor on any property owned or managed by any of the Buckingham Parties. Contractor acknowledges that it would be impractical for the parties to sign a separate agreement each time Contractor worked on a separate project and that in no event would the Buckingham Parties permit Contractor to perform any work on their behalf in the absence of this Agreement. Contractor hereby waives any right to assert that this Agreement was not intended to apply to any work project performed by Contractor on behalf of any of the Buckingham Parties.

5. The term "Buckingham Parties" as used herein shall mean and include Buckingham Properties LLC, Buckingham Construction LLC, all affiliates thereto (including but not limited to the entities listed on Exhibit A attached hereto), all other entities with properties under management by Buckingham or Buckingham Construction LLC, and all employees, officers and agents of all of the foregoing entities.

IN WITNESS WHEREOF, this Agreement has been executed by Buckingham and Contractor as of the date first above written.

**BUCKINGHAM:**

**CONTRACTOR:**

**BUCKINGHAM PROPERTIES**

\_\_\_\_\_  
(Name of Contractor Business)

By: \_\_\_\_\_  
(Name and Title of Person Signing for Buckingham)

By: \_\_\_\_\_  
(Name and Title of Person Signing for Contractor)

## **EXHIBIT A**

### **Buckingham Parties**

1 Seneca Street Realty LLC  
100 S Clinton LLC  
1360 CR 8 LLC  
1370 CR 8 LLC  
1410 Lyell LLC  
1430 Lyell LLC  
1460 Lyell LLC  
150 State Street Realty LLC  
1555 Jefferson Road LLC  
1600 Mosley Road  
1700 English Rd LLC  
215 Commerce Drive LLC  
2566 Elmwood Avenue LLC  
2600 Elmwood LLC  
3171 Chili LLC  
35 Bermar LLC  
35-43 Winton LLC  
39 Cascade Drive LLC  
5829 County Road LLC  
592 Lyell LLC  
67-89 Canal LLC  
664 University Ave LLC  
7200 Rawson Road LLC  
739 S Clinton LLC  
742 S Clinton LLC  
760 S Clinton LLC  
81 Lake Avenue Realty LLC  
834-850 LPR LLC  
846 LPR LLC  
85 Allen LLC  
87 North Clinton LLC  
Alexander Monroe Associates LLC  
Alexander Properties of Rochester LLC  
Alexander Realty LLC  
BBP Members LLC  
Benny Green LLC  
Brighton Business Park LLC

Buckingham Construction LLC  
Buckingham Services LLC  
Buffalo Road Business Center LLC  
Chestnut Grove LLC  
Clinton Pavilion LLC  
Eagle's Landing 1 LLC  
Gateway Business Center LLC  
Glazer Office Management LLC  
Estate of Laurence C. Glazer  
Industrial Park Circle LLC  
LCG Elmwood Avenue Realty LLC  
Legacy Tower LLC  
Lyell Business & Shopping Center LLC  
Lyell-Mt. Read Business Center LLC  
Midtown Tower LLC  
Midtown Parking Garage LLC  
Monroe Clover Plaza LLC  
North Water Street Realty I LLC  
Norton Street Realty LLC  
Oak Hill Commons LLC  
Pixley Industrial Center LLC  
Riverview Industrie LLC  
Rochester Business Center LLC  
SJ Parking LLC  
Trabold Industrial Center LLC  
Tracy Street Development LLC  
Tracy Street Realty LLC  
University Business Center LLC  
Upper Falls Plaza LLC  
Websterville LLC  
West End Business Center LLC  
WJM Properties LLC  
6 Marway LLC  
21 Marway LLC  
25-55 Rutter St LLC