VENDOR INDEMNITY AGREEMENT

This VENDOR Indemnity Agreement (this “**Indemnity Agreement**”), dated as of <CURRENT DATE> (the “Effective Date”),is made by <VENDOR NAME> (“**Vendor**”), a <TYPE OF SERVICE PROVIDED>, whose address is <VENDOR ADDRESS>, and HDC Forest Hill Limited Partnership (“**Owner**”), a Partnership, whose address is 7415 Forest Hill Drive, Forest Hill, Texas 76140, (the Vendor and the Owner being sometimes collectively referred to herein as the “Parties” or individually as a “Party”), with regard to the following (which recitals are contractual in nature)***:***

1. The Parties have, as of or before the date hereof, entered into that certain agreement, dated <ESTIMATED VENDOR START DATE (PAST OR PRESENT)> (the “**Agreement**”).
2. The Parties desire to amend the Agreement, as provided herein.

Therefore**,** for other good and valuable consideration and the purchase and use by the Owner of products (the “**Products**”) sold or distributed by or for Vendor or services (the “**Services**”) rendered or performed by or for Vendor, in connection with the Agreement or otherwise, the receipt and sufficiency of such consideration being hereby acknowledged by the Parties, the Parties agree as follows.

1. Indemnity.

(a) **VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, QUEST ASSET MANAGEMENT, INC., HEARTHSIDE DEVELOPMENT CORPORATION, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, MANAGERS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY CALLED THE “OWNER GROUP”) FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY INDEMNIFIED CLAIM OR IN CONNECTION WITH THE ENFORCEMENT OF THIS INDEMNITY PROVISION), OF ANY KIND, NATURE, OR DESCRIPTION, ARISING FROM OR RELATED TO: (1) THE PERFORMANCE OR OPERATION OF THE AGREEMENT, OR (2) THE SERVICES OR PRODUCTS, WHICH INDEMNITY AND DEFENSE OBLIGATIONS SHALL INCLUDE AND APPLY TO MATTERS CAUSED BY OR THE RESULT OF, IN WHOLE OR PART, THE NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER WRONGFUL ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE OWNER GROUP.**

(b) Vendor further agrees to pay all costs and expenses, including, without limitation, reasonable attorneys’ fees, which may be incurred by the Owner Group in connection with enforcing any provisions of this Indemnity Agreement.

(c) Vendor’s obligations under this Section 1 shall remain in force as to all claims and actions not barred by any applicable statute of limitations, and shall survive the termination of the Agreement.

1. Insurance.

 Vendor shall carry at its expense during the entire term of this Indemnity Agreement commercial general liability insurance written on an occurrence basis, including, without limitation, blanket contractual liability coverage and completed operations coverage, broad form property damage, fire damage, legal liability coverage, independent contractor coverage, personal injury coverage, products liability coverage, with a combined single limit of not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate, workers’ compensation insurance that complies with all applicable worker’s compensation laws on all employees working for Vendor, employer’s liability insurance for not less than one million dollars ($1,000,000.00) per each accident and disease, and automobile liability insurance written on an occurrence basis, including owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate. Such insurance shall be issued by reputable insurers reasonably acceptable to Owner. Vendor shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Owner Group. The commercial general and automobile liability policies shall name the Owner Group as additional insureds on ISO forms acceptable to Owner, shall be primary, and non-contributory, over any insurance maintained by any of the Owner Group, and shall provide that Owner will be given at least thirty (30) days’ prior written notice of any cancellation or modification.

1. Third Party Beneficiaries.

It is the express intention of Vendor that each of the Owner Group shall be third-party beneficiaries of this Indemnity Agreement and the indemnity obligations shall inure to the benefit of such Owner Group and each of the Owner Group shall be entitled to enforce its rights and remedies hereunder in its own name and on its own behalf. The provisions of this Indemnity Agreement shall prevail over any conflicting provisions contained in any agreement, purchase order, order confirmation, quotation, invoice or the like used to order or to purchase Products and/or Services from Vendor.

1. Miscellaneous Provisions.
2. This Indemnity Agreement contains the entire agreement of the parties hereto and supersedes any prior understandings or agreements between the parties respecting the subject matter hereof. No representations or warranties not expressly contained herein shall be binding upon the parties. If any of the provisions contained in this Indemnity Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision hereof, and this Indemnity Agreement shall be construed as if such unenforceable provision had not been contained herein. This Indemnity Agreement shall be binding upon the parties' respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Indemnity Agreement. This Indemnity Agreement may be modified only by an instrument in writing executed by all parties hereto, and neither this Indemnity Agreement, nor the responsibilities, obligations or benefits hereunder, shall be assigned by either party without the prior written consent of the other party. No ambiguities in this Indemnity Agreement shall be resolved presumptively against any party as a matter of law. This Indemnity Agreement shall be construed pursuant to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in whole or in part in Dallas County, Texas, where venue shall lie for any action brought hereunder. No waiver of any breach hereof hereunder shall constitute a waiver of any subsequent breach of the same or any other provision contained herein. Time is of the essence of this Indemnity Agreement. All references to “dollars” shall mean U.S. Dollars. Except as expressly modified herein, the Agreement shall remain in full force and effect.

 (b) **VENDOR AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS INDEMNITY AGREEMENT.**

IN WITNESS WHEREOF, the Parties duly executed this Indemnity Agreement to be effective as of the Effective Date.

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 (Vendor)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Owner)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: