

RENOVATION LOAN INDEMNITY AGREEMENT

Contractor: _____

Borrower(s): _____ Loan Number: _____

Property Address: _____

City: _____ State: _____ Zip: _____

Lender: _____

Loan Disbursement Administrator: National Capital Funding, Ltd.

This agreement is made for the purpose of providing certain indemnifications to the Loan Disbursement Administrator and Lender, their agents, successors and/or assigns (hereinafter collectively referred to as "Indemnities").

WHEREAS Contractor and Borrower have entered into an agreement for Contractor to construct certain improvements on the Property, and;

WHEREAS Contractor has acknowledged that it does not carry a General Liability Insurance Policy, and;

WHEREAS Indemnities' underwriting requirements necessitate that the Contractor carry General Liability Insurance in amounts acceptable to Indemnities, and;

WHEREAS Borrower acknowledges that Borrower understands that Contractor has no such General Liability Insurance coverage, and;

WHEREAS as an inducement to Indemnities to make a loan on said Property and waive their policy that generally requires a General Liability Insurance Policy covering the Contractor.

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned jointly and severally agree to indemnify, save, and hold harmless Indemnities, their agents, successors and/or assigns, from any and all claims, actions, damages, liabilities or litigation arising out of the construction that would generally be covered by a general liability policy.

In the event of any cause of action or claim asserted by a party to this Agreement or any third party, Indemnities will provide the undersigned notice of such claim, dispute or notice. Thereafter, the undersigned shall, at its own expense, faithfully and completely defend and protect the Indemnities against any and all liabilities arising from this claim, cause of action and/or notice.

If the undersigned should fail to so successfully defend, the Indemnities may defend, pay or settle the claim with full rights of recourse against the undersigned for any and all fees, costs, expenses, and payments, including but not limited to attorney fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation.

This Agreement is binding upon and is to insure to the benefit of the parties, their successors, assigns, and personal representatives.

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Borrower's Signature: _____ Date: _____

Co-Borrower's Signature: _____ Date: _____