



Indemnity Agreement

This is an indemnity Agreement (the "Agreement") is made and effective: Date: _____

BETWEEN: Valley Income Properties, Inc. (the "Indemnitor"), a corporation organized and existing under the laws of the Arizona, with its head office located at:

455 South 48th St. Suite #101
Tempe, AZ 85281

AND: [INDEMNITEE NAME] (the "Indemnitor"), a corporation organized and existing under the laws of the [State/Province], with its head office located at:
[COMPLETE ADDRESS]

In consideration of the sum of [AMOUNT], and other good and valuable consideration, receipt of which is acknowledged, on behalf of themselves, their heirs, assigns and successors, jointly and severally enter into this Indemnity Agreement to hold each other harmless from any suit, liability, claim, action or loss arising out of the below described incident, the parties agree as follows:

1. LIABILITY, LOSS OR DAMAGE

Indemnitor undertakes to indemnify Indemnitee from any and all liability, loss or damage Indemnitee may suffer as a result of claims, demands, costs, or judgments against Indemnitee arising from the professional management of the real estate property located at:

2. DURATION

Indemnity under this agreement shall commence on _____ 2015 and shall continue in full force until 180 days after termination in writing of the property Management Agreement, executed separately.

3. REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify Indemnitor in writing, within 30 days, by registered or certified mail, at Indemnitor's address as stated in this agreement, of any claim made against Indemnitee on the obligations indemnified against. **NWITNESS WHEREOF**, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

INDEMNITOR:

INDEMNITEE:

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title