

MUTUAL INDEMNITY AGREEMENT

“Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys’ fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, wilful, wanton, reckless or negligent conduct regarding (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party’s facilities, or (b) the making of replacements, additions, or improvements to, or reconstruction of, the Party’s facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party’s willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.”

Distribution Utility
By its _____

Signature
Name of Utility
Title of Authorized Utility Personnel
Typed Name of Utility Representative
Date Signed

Eligible Customer-Generator
Date Signed

Electricity Supplier
By its _____

Signature
Name of Electricity Supplier
Title of Authorized Personnel
Typed Name of Representative
Date Signed