

MUTUAL INDEMNITY AGREEMENT
Per NHEC T&C Section X.2. (11)(a)(2) & NH PUC 904.03

“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, willful, 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.”

<u>Member</u>	
_____	Eligible Member-Generator (sign)
_____	Eligible Member-Generator (print)
_____	Date Signed

<u>To be completed by New Hampshire Electric Cooperative, Inc. (NHEC)</u>	
_____	Signature
By its _____	Title of Authorized Utility Personnel
_____	Typed or Printed Name of Utility Representative
_____	Date Signed