## EXHIBIT I

## **Release, Hold Harmless and Indemnification Agreement**

This **Release, Hold Harmless and Indemnification Agreement** ("Agreement"), is made as of

\_\_\_\_\_, 20 , and is by \_\_\_\_\_\_("Contractor")

## WITNESSETH:

WHEREAS, the Contractor has been selected by \_\_\_\_\_\_. to perform solar powered electricity supply Services at State of Connecticut ("State") Properties as part of a Power Purchase Agreement (PPA) program which includes, but is not limited to, assessments, planning and the installation of solar generated electricity supply to the Client Agency defined in the Master Contract's Exhibit A.

WHEREAS, \_\_\_\_\_\_ is willing to award Work to the Contractor provided that the Contractor agrees to waive any liability that \_\_\_\_\_\_ may have and to indemnify and hold \_\_\_\_\_\_ harmless from any liability that may arise as a result of performing the Work, and agrees that Contractor not \_\_\_\_\_\_ is directly responsible to the State for Work and any liabilities arising from Work;

WHEREAS, the Contractor, on behalf of him/herself, successors and assigns agrees to the conditions herein,

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Contractor does hereby agree as follows:

1. **Release and Waiver:** The Contractor hereby releases, waives, relinquishes, absolves, and discharges \_\_\_\_\_\_, its parent, affiliates and its and their employees, agents, officers, directors, and trustees from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the Work awarded to Contractor by \_\_\_\_\_\_ including, without limitation, any injuries or damages that the Contractor and the

employees, contractors, subcontractors, invitees and guests of the Contractor may suffer or

incur in connection with the performance or nonperformance of the Work.

- 2. Hold Harmless/Indemnification: The Contractor shall defend, hold harmless, and indemnify \_\_\_\_\_\_\_\_its parent, affiliates and its and their employees, agents, officers, directors, and trustees from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which \_\_\_\_\_\_\_ may sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the Contractor arising out of or related to the Work by the Contractor.
- 3. **Responsible to State**: The Contractor agrees that Contractor not \_\_\_\_\_\_ is responsible to the State for Work and any liability arising from said Work.

IN WITNESS WHEREOF, Contractor, by its duly authorized agent, has executed this Agreement as of the date set forth above.

## **CONTRACTOR:**

Signature: \_\_\_\_\_

Print Name:

Title: