

INDEMNITY AND RELEASE AGREEMENT

Dated : _____

POTENTIAL PROPOSER: _____

OWNER: SONOMA CLEAN POWER AUTHORITY

SITE: 733-741 4th Street, Santa Rosa CA 95404

PROJECT: 733-741 4th Street Roof Design

In consideration of the above-referenced Owner's permitting the undersigned potential bidder ("Proposer") to have access to, and to conduct investigations and/or inspections on the Site, Proposer hereby agrees as follows:

1. Any activities by or on behalf of Proposer on or at the Site, including all due diligence activities, shall not, without express approval of Owner, damage the Site or any portion thereof or disturb or interfere with the rights or possession of any tenant on the Site.
2. To the greatest extent permitted by law, Proposer hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Proposer or any of Proposer's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.
3. **Proposer, having had full opportunity to consult with independent counsel regarding this matter, expressly waives all benefits and rights otherwise available under section 1542 of the California Civil Code, which provides:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

Proposer has read the foregoing waiver and understands that the releases here granted by Proposer apply to and include all known and unknown and unexpected claims. Proposer intends, by signing this Indemnity and Release Agreement, to release and assume the risk of unknown claims.

By: _____
Proposer initials

4. Proposer shall repair any damage to the Site or adjacent property resulting from Proposer, or Proposer's agent(s), access to the Site, and return Site to its original condition as directed by Owner.
5. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is documentation of the following insurance:

- a. Commercial General Liability Insurance with minimum Limits of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate
- b. Workers Compensation and Employers Liability Insurance
 - 1) Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California
 - 2) Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000
 - 3) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Owner
- c. Required Evidence of Insurance: Certificate of Insurance

6. Terms and Conditions of Access: Contractor acknowledges and shall comply as follows:

[Times and coordination of access]

Proposer expressly acknowledges and accepts the risks that due to the fact that the building located on the Site was constructed in or about 1946, the Site may contain "Hazardous Materials" as the same are defined in the broadest manner under state and federal law. Such materials include asbestos, lead, and other hazardous materials, and may include others not yet known. Proposer shall be solely responsible for all due diligence, industry best practice, and other measures required and reasonable in connection with its activities and or access to the site in light of the potential presence of such hazardous materials.

- 7. Owner reserves all rights as to the Site and nothing herein is intended nor shall be construed as guarantee of any construction contract or any agreement for any future use, development, or disposition of the Site.
- 8. This Indemnity and Release Agreement shall be fully effective and binding regardless of whether Proposer submits a Proposal for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Proposer

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
Signature

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)