

HOLD HARMLESS AGREEMENT

Interpretive Statement

You, the unit owner, have sought the permission of the Homeowner's Association to install solar panels on the roof of your dwelling. In the unlikely event there are damages or injury that result from the installation and/or removal of solar panels on a unit, the Hold Harmless Agreement accompanying this Interpretive Statement requires the unit owner, who wishes to have solar panels installed and/or removed on their unit, to agree to pay for those damages or injury. It also requires the solar panel provider to agree to do that as well. This is because the unit owner and the solar panel provider are benefiting from the installation, and the Association does not stand to benefit.

You will also execute a Restrictive Covenant, which will be filed with the Mercer County Clerk.

You may elect to remove the solar panels before the sale of your unit. If you remove the solar panels before you sell your unit, you are responsible for all costs and repairs. The unit's roof must be returned to the condition it was in prior to the installation of the solar panels.

If you want the solar panels to remain when you sell the unit, because of the Restrictive Covenant, the buyers will be on notice that they must keep them in good repair, and they must also execute a Hold Harmless Agreement with the Association.

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (hereinafter the Agreement) is made as of _____ by and between Wellington Manor Homeowners

Date

Association, Inc., as the person or entity receiving indemnity (hereinafter the Indemnitee), located in Hopewell Township, Mercer County, New Jersey, and

Name of Unit Owner (hereinafter the Unit Owner)

as the person or entity bound to provide and/or protect the Indemnitee (hereinafter the Indemnitors), located at

Property Address (hereinafter the Property)

and _____,

Name of Solar Provider (hereinafter the Solar Provider)

located at _____

Address of Solar Provider

and at times the Indemnitee or Indemnitors may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, Unit Owner has engaged the Solar Provider to design, install, operate, maintain, own and lease to Indemnitors solar panels at Indemnitor's home (the "Work"); and

WHEREAS, Indemnitors require Indemnitee's approval of the Work; and

WHEREAS, Indemnitee requires that Indemnitors agree to hold harmless and indemnification provisions in order for Indemnitee to provide its required consent for the Work.

NOW THEREFORE, the Parties agree as follows:

1. **INDEMNITY:**

The Indemnitors will hold harmless and indemnify the Indemnitee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the Property, as a proximate result of the acts or omissions of the Indemnitee, its agents, successors and assigns or arising out of the operation or actions of the Indemnitee upon or about the Property.

This does not apply when such liability may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees.

Upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the

Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to settle, compromise, and/or defend the same.

2. **UNIT OWNER TO REPAIR AND MAINTAIN SOLAR PANELS:**

The Unit Owner is obligated to maintain the solar panels and keep them in good repair at all times. If the Unit Owner chooses to remove the solar panels from the Property, it is the sole obligation of the Unit Owner to restore the roof to the original condition it was in prior to the solar panels being installed.

3. **REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES**

Each party signing this Agreement represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

4. **RESTRICTIVE COVENANT**

The Unit Owner agrees to execute a Restrictive Covenant which is attached to this Agreement as Exhibit A. The Association will file the document, and the Unit Owner will pay the filing fee.

5. **MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

6. **GENERAL WAIVER**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

7. **ENTIRE AGREEMENT**

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

8. **ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION**

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended

by the court to render it enforceable to the maximum extent permitted by the laws of that state.

9. **GOVERNING LAWS**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of New Jersey applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Mercer County, New Jersey shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

10. **JURISDICTION AND VENUE**

This Agreement is to be construed pursuant to the current laws of the State of New Jersey. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Mercer County, New Jersey.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

WELLINGTON MANOR HOMEOWNERS ASSOCIATION, INC.

By: _____
President Date

Unit Owner(s) Date

Name of Solar Provider

By: _____
Title