

TRENCHING & INDEMNIFICATION AGREEMENT

This Agreement is entered into by and between Hancock-Wood Electric Cooperative, Inc., an Ohio electric distribution cooperative with its principal place of office at 1399 Business Park Drive South, North Baltimore, Ohio 45872 (hereinafter "HWE") and _____, an individual with his current residence at _____ (hereinafter "_____").

WHEREAS, HWE is an Ohio electric distribution cooperative providing electrical service to its members; and

WHEREAS, _____ is an individual who desires to receive electric service from HWE through the installation of an underground electric distribution line across the dimensions of or across the property described in Exhibit A attached hereto; and

WHEREAS, _____ has requested and HWE has agreed to permit _____ to do the trenching for the underground electric distribution line under certain terms and conditions; and

THEREFORE, HWE and _____, for and in consideration of the mutual agreements and conditions contained herein, agree as follows:

1. _____ will be permitted to do the trenching to install the underground electrical distribution line.
2. The trenching for the underground electrical distribution line will be within the dimensions of the described area or across the property as set forth in Exhibit A.
3. _____ shall provide all equipment, labor and materials needed to complete the trenching and restoration work.
4. The trench containing the electrical distribution line will be at a depth of a minimum of forty-two (42") inches with a warning tape installed one (1') foot above the cable for the entire length of the trench.
5. Should trenching encounter rock that will not permit a depth of forty-two (42") inches to be obtained, then the electrical distribution line shall be installed in conduit.
6. In completing the trenching, _____ shall meet all requirements and conditions set by HWE to install this underground line.
7. Upon completion of the trenching by _____ and the installation of the electrical distribution line by HWE, _____ shall be responsible for restoring the affected area involved in the trenching to the satisfaction of HWE.
8. _____, in completing the trenching and restoration, agrees to

indemnify and hold harmless HWE from any and all damages or claims that may arise out of _____'s trenching for the underground distribution line or the restoration of such area upon final installation of the distribution line.

_____ further agrees to indemnify and reimburse HWE for any losses, expenses, fees and costs (including court costs, expenses and reasonable attorney fees), which HWE may incur in the enforcement of this Agreement or for claims brought by anyone for damages or injuries caused by _____'s trenching or restoration.

9. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio, without giving effect to choice of law doctrines. The parties hereby consent to personal jurisdiction in and by such state and voluntarily submit to the jurisdiction of the Common Pleas Courts of Wood or Hancock County, State of Ohio, with respect to this Agreement.

10. This Agreement shall be binding on the parties, their officers, directors, employees, successors and assigns.

11. The parties further agree and represent that the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the dates set forth below.

Name
Date: _____

HANCOCK-WOOD ELECTRIC
COOPERATIVE, INC.
By _____
Title: _____
Date: _____