

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (the “**Agreement**”) is entered into as of the date last written below (“**Effective Date**”) by and between Connexus Energy, a Minnesota cooperative (“**Connexus**”) and the City of Ramsey, Minnesota (the “**City**”) (Connexus and the City may each individually be referred to as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Connexus is the owner of certain light poles located throughout the City, which Connexus uses to provide outdoor lighting services (the “**Light Poles**”);

WHEREAS, Connexus provides normal maintenance of, among other things, the Light Poles pursuant to the Energy & Maintenance section of Connexus’ Electric Rate Book (the “**Included Services**”);

WHEREAS, the City has requested to install, maintain, and ultimately remove American flags, flag poles, flag brackets, mounting hardware, and any other items necessary for the installation of the same (collectively, the “**Flags**”) on certain of the Light Poles during the period between Memorial Day, 2020 and Veterans Day, 2020 (the “**Flag Display Period**”);

WHEREAS, Connexus will only agree to allow the City to use the Light Poles for the purpose described herein on the condition that this Agreement is executed and delivered by the City.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Installation, Maintenance, and Removal of Flags. The City shall be solely responsible for all installation, maintenance, removal, and any other work to be performed on the Flags (collectively, the “**Flag Work**”), including any and all materials, labor, costs, and expenses associated with the Flags or the Flag Work. The City shall complete all Flag Work in a timely and workmanlike manner. The City shall notify Connexus in writing at least two (2) business days prior to undertaking any Flag Work, and such notification shall include identification of the Light Poles impacted by the Flag Work. If Connexus determines in its sole and reasonable judgment that any Flag Work is deficient, Connexus may elect, in its sole discretion, either of the following options: (i) Connexus may require the City to remedy the deficiencies in the Flag Work within seven (7) days of the City’s receipt of notice from Connexus electing this option; or (ii) Connexus may remedy the deficiencies in the Flag Work, and the City shall reimburse Connexus for all labor and materials provided by Connexus on a time and material basis. In the event Connexus elects option (ii) above, the labor and materials provided by Connexus shall not be considered Included Services, and Connexus shall be reimbursed on a time and material basis which shall be in addition to any payment by or obligation of the City related to the Included Services.

2. Damage to Light Poles. The City shall be solely responsible for any and all damage to the Light Poles which is caused by or in any way related to the Flags, Flag Work, or the City's use of the Light Poles. For purposes of this Agreement, "damage" shall include, without limitation, any and all scrapes or scratches to any Light Pole, the undermining of the structural integrity of any Light Pole, the partial or complete collapse of any Light Pole, or any other damage or destruction to the Light Pole (regardless of whether any of the foregoing occurs or is discovered during or after the Flag Display Period). If Connexus determines in its sole and reasonable judgment that any there has been any damage to any Light Pole which is caused by or in any way related to the Flags, Flag Work, or the City's use of said Light Poles, Connexus may elect, in its sole discretion, either of the following options: (i) Connexus may require the City to repair said Light Pole to its pre-damage condition within seven (7) days of the City's receipt of notice from Connexus electing this option; or (ii) Connexus may repair said Light Pole to its pre-damage condition, and the City shall reimburse Connexus for all labor and materials provided by Connexus on a time and material basis. In the event Connexus elects option (ii) above, the labor and materials provided by Connexus shall not be considered Included Services, and Connexus shall be reimbursed on a time and material basis which shall be in addition to any payment by or obligation of the City related to the Included Services.

3. Indemnification and Hold Harmless. The City shall be solely responsible for the Flags, the Flag Work, and its use of the Light Poles and shall, to the extent allowed by law, indemnify Connexus, along with its directors, officers, employees, agents, contractors, insurers, successors and assigns (hereinafter collectively referred to as "**Indemnified Parties**") against, shall hold the Indemnified Parties harmless from, and shall reimburse the Indemnified Parties for any loss, damage, cost, expense (including reasonable attorneys' fees), claim, or liability directly or indirectly arising out of or in any way related to (i) the Flags; (ii) the Flag Work; or (iii) the City's use of the Light Poles. Without limiting the generality of the foregoing, the City's obligations under this Paragraph 3 shall extend to the following: (a) any damage to any Light Pole requiring painting, repair, restoration, or any other maintenance which is directly or indirectly caused by or in any way related to the Flags, the Flag Work, or the City's use of said Light Pole (regardless of whether said damage occurs or is discovered during or after the Flag Display Period); (b) any damage to or undermining of the structural integrity of any Light Pole which is directly or indirectly caused by or in any way related to the Flags, the Flag Work, or the City's use of said Light Pole (regardless of whether such damage to or undermining of the structural integrity of the Light Pole occurs or is discovered during or after the Flag Display Period); and (c) any personal injury or property damage caused by or in any way related to the Flags, the Flag Work, or the City's use of the Flag Poles (regardless of whether such personal injury or property damage occurs or is discovered during or after the Flag Display Period).

4. Successors and Assigns. This Agreement shall be binding upon the City and its successors and assigns, and shall inure to the benefit of and shall be enforceable by Indemnified Parties, their successors and assigns. The City may not assign this Agreement without Connexus' written consent. In the event of any assignment, the City shall remain liable for all of its obligations under the Agreement and, furthermore, the assignee or successor to the City shall at all times comply with all of the obligations of City hereunder.

5. **Enforcement.** This Agreement shall be governed by, and interpreted and construed in accordance with, the substantive laws of the State of Minnesota without reference to its conflicts of law provisions. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law, but, if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If the City fails to indemnify the Indemnified Parties as provided in this Agreement, the Indemnified Parties shall be subrogated to any rights the City may have against third parties relating to the matters covered by this Agreement.

6. **Rights and Remedies.** The rights and remedies provided for herein shall be in addition to any rights or remedies Connexus may have at law or in equity. All such rights and remedies provided for herein, or which Connexus may otherwise have at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

7. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties hereto with respect to the subject matter contained in this Agreement. To the extent this Agreement is inconsistent with the provisions of any other agreement between the Parties, this Agreement shall control.

8. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated at their respective signatures below.

CONNEXUS ENERGY,

Dated: _____

By: _____

Name: _____

Title: _____

CITY OF RAMSEY

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____