



Independent Contractor Agreement

This agreement for performance of Services ("Agreement") is made on _____ (the "Effective Date"), between Delaware County Electric Cooperative ("Client"), with a principal place of business at 5 Depot Street, Delhi, NY, 13753, and _____ ("Contractor"), with a principal place of business at _____.

ARTICLE I. SERVICES TO BE PERFORMED BY CONTRACTOR.

1.1. **Specific Services.** Contractor, acting independently and not as an employee of Client, agrees to perform the following Services ("Services"):

1. [Description of Services]
2. [Timeline and milestones for Services]

Contractor warrants that Contractor is qualified to perform the Services and that the Services will be performed in a professional, timely and workmanlike manner without the advice or direction of Client. Failure to perform all the Services required under this Agreement constitutes a material breach of this Agreement.

1.2. **Method of Performing Services.**

Contractor will determine the method, details, and means of performing the above-described Services. Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses. Contractor will use their own resources such as supplies, equipment, tools, and materials to complete Services, unless necessity requires the use of Client's resources and premises and those requirements are defined in this document.

Contractor shall devote such working time and attention to the performance of the Services as required to satisfy all duties and responsibilities of Contractor in finishing the assignment. Contractor agrees to devote a minimum of 30 hours per week to performing the described Services. Contractor shall be available to perform the Services during regular business hours as needed, but may choose their own hours in general.

Compliance with Law. Contractor shall comply with all laws, orders, rules, and regulations applicable to the Services, which includes, but is not limited to, 2 CFR 200, the U.S. Foreign Corrupt Practices Act, the Davis Bacon Act, the National Environmental Policy Act, Build America Buy America Act, and the and all similar laws of applicable jurisdictions; applicable data privacy laws; and any applicable rules or regulations of any governmental or regulatory agency, including, but not limited the US Department of Energy. In addition, Contractor shall obtain and maintain all licenses, approvals, consents, accreditations, certifications, permits, and authorizations (collectively, "Permits") which are required to perform the Services.

Contractor shall perform the obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. If necessity requires Contractor to perform any Services on Client's property or requires Contractor to interact with any of Client's employees, customers, vendors, affiliates or members of the general public, Contractor shall comply with all of Client's policies and regulations.

ARTICLE II. TERM OF CONTRACT.

2.1. This Agreement is for an initial term of twelve (12) months from the Effective Date, unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall



automatically be extended on a month-to-month basis unless otherwise agreed upon the mutual written consent of the Client and Contractor.

2.2. **Non-Disruption.** Contractor shall continue to perform the Services and its other obligations under this Agreement regardless of any dispute that may arise between the Parties, except in cases of disputed fees. The foregoing shall not limit either Party's rights to terminate this Agreement as set forth in this Agreement.

ARTICLE III. **COMPENSATION AND EXPENSES.**

3.1. **Compensation.** In full consideration for the Services described in this agreement to be performed by Contractor, Client agrees to pay Contractor [as per the attached term sheet (price), attached hereto as Exhibit XX.] Payment for Services will be made in a lump sum at the end of the month in which Services are provided, Net30 from receipt of Contractor's invoice.

Each invoice must be sufficiently detailed to identify the nature, timing and extent of the Services covered by the fees set forth in the invoice. Invoices for pre-approved expenses must (i) identify and itemize each expense separately; (ii) include original receipts documenting the expense; and (iii) invoice the expenses at the amount actually incurred by Contractor, with no mark-up in cost or administrative fee.

3.2. Unless otherwise agreed by the Parties, Contractor will be responsible for all expenses incurred in performing the Services under this Agreement, other than reasonable travel and lodging expenses incurred at the request of, and with prior written approval of, the Client. Compensation paid to Contractor is in full consideration of any Services performed and any expenses incurred while performing said Services.

ARTICLE IV. **KEY PROVISIONS.**

4.1. **Contractor is Independent Contractor.**

Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that neither Contractor nor any Contractor personnel is or will become an employee, partner, agent, or principal of Client while this Agreement is in effect. This agreement does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees neither Contractor nor any Contractor personnel shall be entitled to the rights or benefits afforded to Client's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Contractor is responsible for providing, at Contractor own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Contractor and for Contractor's employees and subcontractors.

Nothing in this Agreement shall be construed to give Contractor or any Contractor personnel any authority (i) to represent that such person is an employee of Client, (ii) to bind Client with respect to contracts or representations or any other matters, or (iii) to represent Client before any court or government or regulatory authority without the express written authorization of Client.

4.2. **Non-Exclusive Relationship.**

Contractor may represent, perform Services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor sole discretion, sees fit, provided those Services do not pose a conflict of interest with the Services performed for Client.



Contractor acknowledges that this is a non-exclusive engagement and that Client retains the right to appoint additional contractors as Client, in its sole and unrestricted judgment, may from time to time determine to be in the interests of Client without liability or obligation to Contractor.

4.3. Payment of Taxes and Fees. Contractor is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for Services under this Agreement. This includes but is not limited to any federal, New York or local income taxes, social security or unemployment tax, or any other taxes.

Contractor, on behalf of Contractor and Contractor's successors, assigns, and heirs, agrees to defend, indemnify and hold Client, including Client's employees, officers, directors, agents, subsidiaries and affiliates, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Client as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Contractor of any tax or contribution based on compensation paid hereunder to Contractor or because Client did not withhold any taxes from compensation paid hereunder.

4.4. Workers' Compensation. Contractor agrees to provide workers' compensation insurance for Contractor employees and agents and agrees to defend, hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.5. General Liability Insurance.

Contractor agrees to maintain a policy of general liability insurance in the minimum amount of \$1,000,000.00 to cover any negligent acts or errors and omissions committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to indemnify and hold harmless Client, its directors, affiliates, officers, directors, agents, partners, members, subsidiaries, successors and assigns, and any other related persons from any claim or losses resulting from Contractor's efforts to fulfill this Agreement.

Client must be listed as an additionally insured party on the insurance policy contemplated herein, and said policy must be forwarded to Client. Contractor may not cancel this policy without notifying Client at least fifteen (15) days in advance. Termination of required insurance constitutes a material breach of this Agreement.

4.6. Use of Employees or Subcontractors.

Contractor may not assign this Agreement or any duties or obligations under this Agreement without Client's express written consent. Any such assignment will be considered null and void. Client requires such consent to protect intellectual property rights and Client confidentialities. Contractor will require any third-parties working on behalf of Contractor to sign agreements acknowledging the same rights and responsibilities as Contractor has herein, including but not limited to those relating to intellectual property and confidentiality. Notwithstanding anything in this Agreement, Contractor shall remain primarily liable for the actions of any subcontractor it uses to perform the Services.

ARTICLE V. TERMINATION OF AGREEMENT.

5.1. Early Termination.

Client may terminate this Agreement without cause provided written notice is given to Contractor thirty (30) days in advance. Client may also terminate this Agreement immediately if Contractor breaches this Agreement.



Upon an early termination, Contractor shall receive a pro-rated payment for Services actually rendered, to the Client's reasonable satisfaction, up to the termination date.

5.2. Expiration of Agreement. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect until twelve (12) months after the Effective Date, or until the Services provided for in this Agreement have been fully and completely performed to the satisfaction of Client, and shall then terminate or continue as listed in Article II.

5.3. Return of Materials. Upon expiration or termination of this Agreement, successful completion of the Services to be provided under this Agreement, or as otherwise requested by Client, Contractor shall stop using Client's Confidential Information (as defined below), including Personal Data (defined as any information that Contractor accesses by virtue of the access granted by Client, that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes "personal data" or "personal information" under Applicable Laws), and, except as necessary to comply with Applicable Law, return to Client or destroy, at Client's option, all of Client's Confidential Information in Contractor's possession or control. Such return or destruction shall be consistent with generally accepted industry security standards and, at Client's request, the completeness of such return or destruction shall be certified in writing by Contractor.

ARTICLE VI. PROPRIETARY RIGHTS.

6.1. New Developments. Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor while performing Services under this Agreement will be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors, as will any copyrights, patents, trade secrets, trademarks, or other intellectual property and property rights obtained by Contractor while performing Services under this Agreement. The parties deem the compensation described in this Agreement to be valid consideration for those assignments. Contractor shall make Client aware of any new inventions or intellectual property advances. On request and at Client's expense, Contractor agrees to help Client obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Client in completing any required application or registration. If Contractor fails to assist Client in advancing these actions, Contractor is deemed to designate Client as Contractor's agent-in-fact and Client is authorized to act on behalf of Client in pursuing any intellectual property rights.

6.2. CONFIDENTIAL INFORMATION.

Confidentiality. Each Party shall maintain in confidence any and all information and materials disclosed or made available by or on behalf of the other Party ("Discloser") or that the receiving Party ("Recipient") obtains in connection with this Agreement that is designated or that is reasonably expected to be confidential or proprietary under the circumstances (including the Parties' trade secrets, business, technical and financial information not generally known to the public, such as business plans, strategies, Content, Company Personal Data, practices, products and personnel) ("Confidential Information"). Confidential Information does not include information that (a) the Recipient rightfully possessed without a duty of confidentiality before obtaining it from the Discloser; (b) is or becomes generally available to and known by the public through no fault of the Recipient; (c) Recipient received on an unrestricted basis from a source unrelated to either Party and not under a duty of confidentiality with respect to the information; or (d) Recipient developed independently.

Obligations. Recipient shall maintain in confidence Discloser's Confidential Information and protect that Confidential Information from any unauthorized disclosure, access, use, destruction, alteration or loss, exercising at least the same degree of care as Recipient exercises for its own confidential and



proprietary information, but not less than a reasonable degree of care. Subject to the required disclosures herein, Recipient shall not, nor permit or assist any person to, (a) use or copy Discloser's Confidential Information, except as permitted in this Agreement or as otherwise necessary to perform or receive the Services or to otherwise perform Recipient's obligations under this Agreement; or (b) disclose Discloser's Confidential Information to any person other than disclosures to authorized Personnel, legal counsel, accountants, banks and other financing sources and advisors as strictly necessary for such parties to advise or perform on behalf of Recipient or its applicable Affiliates (such persons, "Authorized Persons"). Recipient (i) shall ensure that its Authorized Persons with access to Discloser's Confidential Information (A) comply with this Agreement as if they were parties to this Agreement in place of Recipient; and (B) are bound by written confidentiality obligations, or are otherwise under a duty of confidentiality, sufficient to protect Discloser's Confidential Information in a manner that is consistent with this Agreement; and (ii) is liable to Discloser for the failure of Recipient's Authorized Persons to comply with this Article to the same extent that Recipient would have been had Recipient failed to comply.

Required Disclosure. Contractor shall, to the extent not prohibited by Applicable Law, (a) notify Client within three (3) business days if any Applicable Law requires, or a governmental authority of competent jurisdiction requires or requests, that Contractor disclose Client's Confidential Information; and (b) use reasonable efforts to allow Client an opportunity to seek injunctive relief from, or a protective order with respect to, the contemplated disclosure. If notification to Client is prohibited by Applicable Law, or if it is not prohibited and that relief or order is not obtained, Contractor (i) may disclose only that portion of Client's Confidential Information that Contractor's counsel advises is not subject to privilege and must be disclosed; and (ii) shall, at Client's expense, cooperate with Client's efforts to the extent not prohibited by Applicable Law to ensure the disclosed Confidential Information is treated in a confidential manner after disclosure.

Destruction/Return of Information. At Discloser's request, or following any termination of this Agreement or SOW (except as otherwise provided in this Agreement), Recipient shall stop using Discloser's Confidential Information including Personal Data, and, except as necessary to comply with Applicable Law, return to Discloser or destroy, at Discloser's option, all of Discloser's Confidential Information in Recipient's or its Authorized Persons' possession or control. Notwithstanding the foregoing, Client is not required to return or destroy Contractor's Confidential Information backed up from a computer system in the ordinary course of Client's business, but that Confidential Information remains subject to all applicable obligations under this Agreement. For clarity, rights and licenses granted by or on behalf of Contractor or its Personnel hereunder shall not be limited by this Article.

Confidentiality Term. Recipient's obligations under this Article regarding Discloser's Confidential Information terminate five years after the end of the Term, except that Recipient's obligations survive (a) for backed up Confidential Information, in accordance with Section 6.5; (b) for Personal Data, in perpetuity; and (c) for Confidential Information that is a trade secret, for as long as such Confidential Information is a trade secret under Applicable Law.

6.3. DATA AND SECURITY.

Data Processing. If Contractor will process Personal Data as part of the Services, Contractor shall comply only do so in furtherance of the enumerated service to be provided under this Agreement.

Security. To protect Client Personal Data and Confidential Information, Contractor shall (a) implement and maintain administrative, technical, physical, and organizational safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with then-current, highest industry standards and practices and comply with Applicable Law; (b) only access and use Client systems to the



extent necessary to perform the Services; and (c) comply with the Client's security standards, which Company may from time to time update and modify upon written notice to Contractor.

Security Incident. Contractor will notify its main Client contact, with a copy to nick@njflegal.com without undue delay and in any event within 24 hours of becoming aware of any Security Incident (defined as any accidental, unlawful or unauthorized access, use, damage, destruction, alteration, loss, or disclosure of, Client's Company Data or Personal Data (including by or on behalf of Contractor or by, on or through any of its systems, its software or the Services). Contractor will (a) immediately investigate and take all reasonable steps to mitigate any potential damages and remediate the cause of the Security Incident; (b) provide Client with full details of the cause and impact of any Security Incident and provide updates on any material developments or findings; (c) take all reasonable actions to prevent any similar reoccurrence; (d) cooperate with Client in its efforts to investigate, remediate and mitigate the effects of the Security Incident and fulfill its notification obligations; and (e) cooperate with Client with respect to any litigation and/or investigation by or against third parties in connection with the Security Incident.

Communications. Client reserves the right to manage all communications concerning Client's involvement in any Security Incident with the affected individuals, governmental entities, the public and/or third parties. Contractor shall not issue, publish or make available to any third party any statement, press release or any other communication that mentions Client and concerns the Security Incident without Client's prior written approval. For clarity, the foregoing does not restrict Contractor's ability to communicate with its other customers or make legally required communications or notifications.

Personnel. Contractor shall cause its own employees, if any, who are working on Company premises, or who have access to Client systems, to comply with all applicable Client regulations and policies. Contractor shall take reasonable precautions with respect to the employment of and access given to its employees or other personnel, including (i) conducting background checks and security clearances that assign specific access privileges to individuals and (ii) providing annual security training.

ARTICLE VII. GENERAL PROVISIONS.

7.1. **Notices.** Any notices required to be given under this Agreement by either party to the other shall be in writing and shall be transmitted either by (i) electronic mail, (ii) certified mail, return receipt requested, or (iii) overnight mail (with all fees paid), addressed to the party to be notified at the following address or to such other address (or person) as such party shall specify by like notice hereunder:

Client: Delaware County Electric Cooperative, 5 Depot Street, Delhi, NY, 13753

Attention: John Gasstrom, CEO/GM; john.gasstrom@dce.coop, with a copy to Janelle Linehan at janelle.linehan@dce.coop.

Contractor: _____

Attention: [contact name and address]

7.2. **Entire Agreement; Modifications.** This Agreement, together, with any document names, exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Services by Contractor for Client and contains all of the representations, warranties, covenants, and agreements between the parties with respect to the rendering of those Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any



party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

7.3. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.4. Dispute Resolution. Any dispute, controversy, or claim arising out of or related in any way to this Agreement or any Services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the (American Bar Association) in accordance with its commercial arbitration rules. Notwithstanding the above, and except where the law allows, this Agreement does not require arbitration of sexual harassment claims. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in Delaware County, New York. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New York. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

7.5. Attorney's Fees. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other party.

7.6. Contractor Representations. Contractor warrants that Contractor is legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the Services described in this Agreement. Contractor also warrants that any statements about Contractor's abilities or qualifications to competently complete the described Services are accurate and made in good faith. Contractor warrants that all work completed will be Contractor's original work and will not in any way legally infringe upon the rights of others. Contractor further represents that it has the experience and personnel listed in the Contractor's bid documents, attached hereto as [Exhibit XX] ("Bid Documents"). Contractor further represents and warrants that all of the information in the Bid Documents is true and accurate as of the execution of this Agreement.

Contractor further represents, warrants and agrees that:

- a. All its employees, staff, contractors, representatives, agents, affiliates, and any other persons or entities retained or utilized to perform any of the Services (collectively, "Representatives") are properly qualified and trained to perform the Services in accordance with the terms of this Agreement;
- b. It is licensed, registered, or qualified under applicable law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained all Permits and completed all registrations as may be necessary or required by law to provide the Services;
- c. It will not perform any actions that are prohibited by Anti-Corruption Laws, and, without limiting the foregoing, shall not make any payments, or offer or transfer anything of value, to any government official or government employee, or any political party official or candidate for political office or to any other third party in a manner that would violate any Anti-Corruption Laws;



d. The Services will be performed in a good and workmanlike manner in accordance with best industry practices and all applicable laws;

e. The Services will be performed in the timelines as agreed upon by the Parties;

f. In providing the Services, it will not and has not infringed the rights of any third party, including any Intellectual Property Rights (as defined herein); and

g. Any deliverables provided by Contractor (in whatever form), Client's use of the deliverables, and the Intellectual Property Rights in the deliverables has not and will not infringe the rights of any third party, including any Intellectual Property Rights.

7.7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware County, New York, or as geographically close to Delaware County as reasonably practicable, before at least one arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding anything to the contrary herein, the parties hereby irrevocably submit to jurisdiction in Delaware County, New York, and agree that any legal action shall be brought, recorded, or otherwise settled in Delaware County, New York.

7.8. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If Contractor's performance is delayed over ten (10) days, Client may terminate this Agreement.

7.9. Waiver: Rights Cumulative. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

7.10. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

7.11. Drafting, Attorney Review. The Parties each acknowledge that they have had the opportunity to be advised by legal counsel in their negotiation of this Agreement. The Parties further agree that this Agreement has been negotiated by both Parties and is to be read as if drafted by both Parties, and no presumptions in favor of or against either Party shall be drawn due to status as the drafter of this Agreement.



7.12. **Amendment and Waiver.** No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of each of the Parties. No waiver of any right set forth herein shall be effective unless in writing and signed by the waiving Party. Such signed waiver shall apply only the right specifically waived and not any future or past exercise of such right.

7.13. **Indemnification.**

a. Indemnification by Contractor. Contractor shall indemnify and hold harmless Client, its affiliates, its members, and its and their respective directors, officers, shareholders, employees, agents, representatives, subcontractors, successors and assigns (the "Client Indemnified Parties") from any and against all losses, damages, costs and expenses (including, without limitation, the Indemnified Parties' reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) ("Losses") incurred by any Client Indemnified Parties as a result of any claim, demand, action or proceeding by any third party (each, a "Claim") relating to or arising out of (i) any breach of any of this Agreement by Contractor or its representatives, including any representations, warranties and obligations hereunder; (ii) the Services, deliverables, work product, or Contractor's IP infringement or misappropriation of any Intellectual Property Right or any other right of a third party; or (iii) any negligent acts or omissions of Contractor or its representatives.

b. Indemnification by Client. Client shall indemnify and hold harmless Contractor and its directors, officers, shareholders, employees, agents, representatives, subcontractors, successors and assigns (the "Client Indemnified Parties") from any and against all Losses, incurred by any Client Indemnified Parties as a result of any Claim relating to or arising out of (i) any breach of any of this Agreement by Client or its representatives, including any representations, warranties and obligations hereunder; or (ii) any negligent acts or omissions of Client or its representatives.

In witness whereof the parties hereto have executed this Agreement on the date set forth below.

CLIENT, DELAWARE COUNTY ELECTRIC COOPERATIVE

Signed: _____

Name: John Gasstrom, CEO/GM

Date: _____

[Contractor Name]

Signed: _____

Name: Name, Title

Date: _____