

SOLAR PANEL INDEMNIFICATION AGREEMENT

THIS SOLAR PANEL INDEMNIFICATION AGREEMENT ("Agreement") made this ____ day of _____ 201_ by and between _____ ("Unit Owner"), and _____, a Maryland corporation, ("Association").

NOW, THEREFORE, in consideration of the aforesaid recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Unit Owner, their heirs, personal representatives, successors and assigns and the Association, as follows:

1. The Association hereby approves the Application to install solar panels on the Unit provided the Unit Owner shall install the solar panel system on the roof of the Unit, as shown on **Exhibit A (application and supporting documents)**, and operate, repair, maintain, replace and remove the solar panel system including necessary conduit, cables, wires, cabinets, and fixtures, subject to the following terms and conditions attached as **Exhibit B (conditions on approval, installation, maintenance, repair and removal)**. The Unit Owner for themselves, their heirs, personal representatives, successors and assigns, therefore agree as follows:

a. No additional structures, conduits, utilities or other similar structures shall be added or erected upon the roof by the Unit Owner, their agents or contractors without the express written consent of the Association. Existing structures and wires may be replaced or repaired as necessary.

b. The Unit Owner shall be responsible for the installation, operation, maintenance, repair and removal of the solar panel system. The Unit Owner shall be responsible for any damage to the roof upon installation, operation, maintenance, repair and removal of the solar panel system.

c. The Unit Owner agrees to remove the solar panels at their own expense under the following conditions:

1. Repair and/replacement of the roof by the Association;
2. The Solar Energy System is no longer in use;
3. The Solar Energy System is in violation of any federal, state or local regulation or statute;
4. The Solar Energy System is causing property damage or a health safety issue; and/or
5. The Solar Energy System has exceeded its useful life which is currently 20 years.

d. Any replacement shall require the filing of a new application to the Association for installation. If the Unit Owner fails to remove the solar panels within 30 days of notice in writing, by the Association, the Association may remove the solar panels and the reasonable cost of doing so shall be an additional

assessment against the Unit and a personal liability by the Unit Owner. The Association may also claim its reasonable attorney's fees incurred in enforcement.

e. No additional structures shall be installed and/or constructed in the Easement Area other than as shown on Exhibit A.

f. The Unit Owner shall be responsible for all damages, whether to person or property (whether to the Unit or surrounding personal or real property) that may result from the installation, operation, maintenance repair and/or removal of the solar panel system, including but not limited to the roof, structures, lawns, fences, driveways and walkways.

g. In the event the Unit Owner seeks to replace the solar panel system, the replacement system shall be no more extensive than the currently existing system without further approval of the Association.

2. The Unit Owner fully, finally and forever releases the Association from any and all claims, actions, complaints, causes of action, judgments, fines, penalties, liabilities, attorney's fees, obligations, damages, debts, administrative complaints, demands or suits, at law or in equity now or in the future against the Association, its members, directors, managers, officers, attorneys, agents, insurers, successors and assigns directly or indirectly related to the installation, operation, maintenance, repair and removal of the solar panel system on the Unit.

3. The Unit Owner acknowledges and agrees that the solar panel system shall not be covered or insured under the Association's Master Policy and the Association shall not be liable for the repair, maintenance or removal of the solar panel systems. The Unit Owner shall provide proof of insurance of the solar panel system.

4. The Unit Owner, their heirs, personal representatives, successors and assigns shall indemnify the Association its members, directors, managers, officers, attorneys, agents, insurers, successors and assigns, and save and hold them harmless from and against any and all claims, damages, fines, judgments, penalties, costs, expenses, attorney's fees, liability and expenses arising out of or in connection with the solar panel system, including the use, operation, installation or removal, unless such claim or loss arises from the Association's, its agent's or contractor's willful misconduct. Because the solar panel system is owned by a third party, this indemnification includes any claims by the owner of the system against the Association. In the event the Association shall be made a party to a suit arising from above, Unit Owner shall hold the Association harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Association in connection with such litigation whether or not such litigation is contested or prosecuted to judgment.

5. The Parties shall undertake, execute and deliver such agreements, documents or other instruments in writing and to provide such further assurances as may now or hereafter be required or reasonably requested by the other party from time to time to carry fully into effect the terms and conditions of this Agreement.

6. Each party shall bear its own legal fees and costs associated with the preparation of this Agreement and related matters. In any action, suit or proceeding to enforce this Agreement, the prevailing party shall be entitled to payment from the non-prevailing party of all costs and reasonable attorney's fees.

7. The Parties hereby expressly agrees that this Agreement shall run with and bind the Unit described herein above. The Agreement will be recorded among the Land Records of Baltimore City with all costs of recording paid by the Unit Owner.

8. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter. No modification of this Agreement shall have any force or effect unless in writing and signed by all Parties.

9. This Agreement shall be construed, interpreted and enforced in accordance with the substantive laws of the State of Maryland.

10. Each of the undersigned represents and warrants that he, she or it is authorized to execute this Agreement and to bind the Party on whose behalf he, she or it has executed this Agreement to all the terms and conditions of this Agreement.

11. This Agreement shall expire and shall be void and of no further force or effect at such time as the solar panel system is removed from the Unit.

IN WITNESS WHEREOF, the undersigned hereunto set their hand and seal on the date indicated.

EXHIBIT A- To be provided

EXHIBIT B - To be provided

Witness

Date

Witness

Date
