

## **ADDENDUM A**

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum A, shall be incorporated into and made a part of the 2013-2014 Planned Maintenance Agreement (the "Agreement") between Alternate Power, Inc. ("Alternate Power") and Dana Point Condominium Association (the "Association". To the extent there is any inconsistency between this Addendum and the Agreement, this Addendum shall control.

The Agreement is modified as follows:

- I. The Agreement shall be for a term of one (1) year, inclusive of the site visits as set forth in the Agreement, and shall not automatically renew. Thereafter, the Parties may enter into a new written agreement, but in no event shall this Agreement be extended or renewed except in writing signed by both Parties. The Association may terminate this Agreement at any time upon thirty (30) days prior written notice to Alternate Power, without cause and without payment of a penalty, termination, or cancellation fee. If the Association terminates this Agreement without cause, Alternate Power shall be entitled to payment of all amounts due under this Agreement prior to termination of the Agreement.
- II. The following shall be added to the Agreement::

**INDEMNIFICATION BY ALTERNATE POWER; INSURANCE:** Alternate Power shall indemnify and hold harmless the Association, its directors, officers, employees, members and agents, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance or non-performance of the services and work provided pursuant to this Agreement, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission or intentional act of Alternate Power or any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Alternate Power shall maintain at all times during the term of this Agreement the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Workers Compensation insurance in the amount of statutory limits. The Association shall be named as an additional insured on all Commercial Liability policies. At no time shall any employee or agent of Alternate Power come on to the Association's Property without any and all of the foregoing insurance coverage in place. Alternate Power shall immediately provide proof of such insurance upon request by the Association.

- III. The Paragraph entitled "Additional Services And Repair" shall be modified by adding the following: "Any such additional repairs, parts or services provided by Alternate Power shall be only by written authorization by the Association."

DANA POINT CONDOMINIUM  
ASSOCIATION:

ALTERNATE POWER, INC.,

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_