

RELEASE AND HOLD HARMLESS AGREEMENT

THIS RELEASE AND HOLD HARMLESS AGREEMENT (the "Agreement") made as of the _____ day of _____, 20____, (the "Effective Date") is entered into between _____ ("OWNER") and **CENTIMARK CORPORATION of 12 Grandview Circle, Canonsburg, PA 15317** ("CONTRACTOR").

WHEREAS, CONTRACTOR provides snow/ice removal services to roofs of various commercial and/or industrial structures and facilities (the "Snow/Ice Removal Services"); and

WHEREAS, OWNER desires to engage CONTRACTOR from time to time to provide Snow/Ice Removal Services with respect to OWNER'S roof(s) located at _____ (the "Premises"); and

WHEREAS, OWNER desires to induce CONTRACTOR to provide such Snow/Ice Removal Services, and agrees that this Agreement shall apply to all Snow/Ice Removal Services, snow/ice removal work, activities, and operations which CONTRACTOR may perform for OWNER on the Premises in connection with this Agreement, or any contract(s) or purchase order(s), oral or written, entered into by OWNER and CONTRACTOR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and CONTRACTOR, intending to be legally bound hereby, agrees as follows:

1. **Release, Defense and Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall not be liable for and OWNER agrees to release, protect, defend, indemnify and hold harmless CONTRACTOR from and against any and all claims, damages, liabilities, losses, demands, liens, encumbrances, causes of action of any kind (including, but not limited to, causes of action alleging breach of contract, breach of warranty, wrongful death, premises liability, gross negligence, negligence, strict liability, or other tort), obligations, costs (including, without limitation, reasonable attorney's fees), judgments, interest and awards, whether created by law, contract, tort, or otherwise for personal injury, illness, death, property (whether real or personal, owned or leased) damage and loss arising out of or in any way connected to the Premises, the Snow/Ice Removal Services or the performance of this Agreement or any breach hereof by CONTRACTOR, its officers, agents, employees and subcontractors, **even if such are contributed to or caused by the sole, joint, comparative, concurrent, active or passive negligence or gross negligence of CONTRACTOR.** Further, OWNER'S indemnification obligation is in addition to, and not a limit on, the insurance obligations of the OWNER and shall extend beyond termination of this Agreement.

2. **WAIVER OF CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCE OR EVENT WHATSOEVER AND UNDER NO LEGAL, CONTRACTUAL OR OTHER THEORY OF RECOVERY WHATSOEVER, BE IT IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND), WARRANTY, STATUTORY, INDEMNITY, STRICT LIABILITY, EQUITY OR OTHERWISE, SHALL EITHER PARTY OR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OR INTERRUPTION OF USE, CLAIMS OF CUSTOMERS, LOSS OF MARKET SHARE, INCREASED OR ADDITIONAL INTEREST ON LOANS OR FINANCING, INCREASED OR ADDITIONAL COST OF MAINTENANCE, OPERATION OR PRODUCTION, OR COSTS, LABOR, OR MATERIALS REQUIRED FOR RECONSTRUCTION OR REPAIRS. THIS CLAUSE SHALL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

3. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OR PROVISION IN THIS AGREEMENT OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCE OR EVENT WHATSOEVER AND UNDER NO LEGAL, CONTRACTUAL OR OTHER THEORY OF RECOVERY WHATSOEVER, BE IT IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND), WARRANTY, STATUTORY, INDEMNITY, STRICT LIABILITY, EQUITY OR OTHERWISE, SHALL THE CUMULATIVE AGGREGATE MAXIMUM LIABILITY OF CONTRACTOR TO THE OWNER ARISING OUT OF OR IN ANY WAY RELATED TO THE PREMISES OR THE SNOW/ICE REMOVAL SERVICES BE IN EXCESS OF THE TOTAL AMOUNT RECEIVED BY CONTRACTOR FROM OWNER TO PERFORM THE SNOW/ICE REMOVAL SERVICES.

4. **Choice of Law.** This Agreement is to be construed and interpreted according to the laws of Pennsylvania, excluding its conflict of laws provisions.

5. **Consent to Jurisdiction.** Owner irrevocably submits to the jurisdiction of (a) the state courts of the State of Pennsylvania located in Washington County, Pennsylvania and (b) the United States District Court for the Western District of Pennsylvania for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement or the Snow/Ice Removal Services.

6. **Miscellaneous.** (a) In the event of a conflict or inconsistency between the provisions of any purchase order, agreement, or other document and this Agreement, the provisions of this Agreement will control; (b) any amendment or modification to this Agreement must be made in writing and signed by the parties hereto; (c) no term or provision of this Agreement may be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented; (d) this Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will comprise but a single instrument; and (e) each party represents (i) that it has signed this Agreement voluntarily and without duress, (ii) that it is authorized to enter into this Agreement, and (iii) that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary.

NOW, THEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

OWNER

Date Signed	Authorized Signature
	Print Name and Title

CENTIMARK CORPORATION

Date Signed	Authorized Signature
	Print Name and Title