



**Hawaiian
Electric**

**CUSTOMER WAIVER OF
LIABILITY AND RELEASE – INTERIM INSTALLATION AND ENERGIZING OF
UNDERGROUND ELECTRICAL EQUIPMENT AGREEMENT**

This Customer Waiver of Liability and Release – Interim Installation and Energizing of Underground Electrical Equipment Agreement (“Agreement”), effective upon execution, sets forth terms and conditions where Hawaiian Electric Company, Inc. (“Company”) agrees to perform the inspection, mandrel testing, equipment installation, and energization of newly constructed underground facilities applicable per Hawaiian Electric Standard 30-1005, Note 6, on an interim basis (the “Work”), prior to the final asphalt pavement for roadways, final concrete pour for sidewalks and/or driveways, and/or last 4 inches of topsoil for landscaping. The Requestor/Developer, (“Customer”) doing business in the State of Hawaii, agrees and accepts the terms and conditions set forth below.

* Requestor/Developer (“Customer”) _____

* Mailing Address _____

* Project Name and Project 6A notification number _____

WHEREAS, Customer is constructing underground duct lines, equipment pads, manholes, and handholes of the project listed above for a residential / commercial subdivision development. Customer must construct these facilities to the approved design drawings, City’s permit, and the Company’s required standards. To facilitate mandrel testing, inspection release, scheduling, installation, and energization of the electrical equipment by the Company, the minimum work that must be provided by the Customer shall include:

- After the underground facilities are constructed, encased, and completed per the approved drawings, permit requirements, and the Company’s required standards, the Customer will backfill the open trench for the underground facilities with specified materials as required and as shown by the drawings that are approved by the civil and/or structural engineer of record and the City’s permit. The compacted backfill and basecourse shall be at least 16 inches above the encased duct lines (per Hawaiian Electric Standard 30-1005) and/or completed such that the only remaining work on the trench will be asphalt treated base and/or final asphalt pavement for roadways, final concrete pour for sidewalks and/or driveways, and/or last 4 inches of topsoil for landscaping.
- The Customer shall also perform best management practice measures and shall install construction barricades to protect the installation of equipment (such as manholes, handholes, vaults, pads, pull boxes, and stub outs or risers, etc.) from

sediment runoff and/or potential damage caused by heavy equipment or vehicular loads.

NOW THEREFORE, in consideration of the premises and respective promises herein, the Customer agrees to the following:

1. No Obligation. Nothing in this Agreement shall relieve the Customer of its obligations under any applicable Tariff Rules. The Customer agrees that Company is under no obligation to perform the Work and that Company may stop performance of the Work at any time, in Company's sole and absolute discretion, for any reason whatsoever.

Customer Obligations. Even though Company agrees to install and energize the cables and equipment identified above prior to the final completion of all the Company requirements, Customer acknowledges that it must complete all requirements by Company in accordance with the approved drawings and Company's standards and applicable underground facilities construction requirements. Once all requirements are completed by Customer, Customer will inform Company to conduct a final inspection. Upon acceptance of the final inspection by the Company, the Company will provide a formal Final Inspection Release Form to the Customer, at which time this Agreement will be null and void.

2. Liability Release. Customer agrees to waive, release and discharge and hold harmless Company and its parent and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, directors, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all claims, actions, causes of action and liabilities, of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or in connection with Company's performance and/or non-performance of the Work and/or from Customer's installation of the underground facilities prior to final completion. ("Released Claims"). Customer understands that this Release discharges the Releasees from any and all liability or claims that Customer may have against Company, including, without limitation, with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Released Claims, whether caused by the negligence of any of the Releasees or otherwise. Customer also understands that Company does not assume any responsibility for or obligation to provide financial assistance or other assistance to Customer.
3. Duty to Defend and Indemnify. Customer does hereby agree to defend, indemnify, and hold harmless Releasees against any and all actions, causes of action, suits, liabilities, claims, demands, damages, losses, costs or expenses, including but not limited to reasonable attorneys' fees and costs, arising out of, incident to, or resulting directly or indirectly, from the Released Claims, including but not limited to any claims by third parties raised against the Company arising from or in connection with

Company's performance and/or non-performance of the Work and/or from Customer's installation of the underground facilities prior to final completion.

4. Agreement to Pay for Repairs. The Customer agrees that in the event any Company equipment or property is damaged prior to the final completion of all work required of the Customer under Company's standards and construction inspection checklist, Customer shall pay for the cost incurred by Company to repair such damage.
5. Governing Law, Jurisdiction and Venue. Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the State of Hawaii, other than the laws thereof that would require reference to the laws of any other jurisdiction. By entering into this Agreement, Customer submits itself to the personal jurisdiction of the courts of the State of Hawaii and agrees that the proper venue for any civil action arising out of or relating to this Agreement shall be Honolulu, Hawaii.
6. Facsimile Signatures. This Agreement may be executed and signatures transmitted electronically via the Internet or facsimile.
7. Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute either Party hereto as partner, agent or representative of the other Party or to create any fiduciary, agency, or employment relationship between the Parties.
8. No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and permitted assigns.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.

ACKNOWLEDGED, AGREED, AND ACCEPTED:

* Authorized Signatory: _____

* Print Name: _____

* Title: _____

* Date: _____