

## Appendix C—Indemnification

[Name of Owner] acknowledges that it is solely liable for any losses or damages claimed by any party arising from the operation of an EVSE to which this temporary dispensation applies. In consideration of being able to rely on this temporary dispensation, [Name of Owner] agrees to indemnify and pay to Canada any amount of Canada's losses, liabilities, damages, costs, and expenses resulting from any claim made by any party relating to the operation of such an EVSE including the complete costs of defending any legal action by a third party and the costs of any consumer complaints which Canada incurs.

Any reference in this indemnification to damages caused by the actions of [Name of Owner] includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. Any reference to Canada includes Measurement Canada, the Minister of Industry and any employees or agents thereof.

This indemnification applies whether the claim is based in contract, tort, product liability or any other cause of action and regardless of whether brought by an individual or as a class action and regardless of whether the damages suffered by any party are due to negligence or performance or the failure to perform on the part of [Name of Owner] in accordance with the terms and conditions of this temporary dispensation.

Name of Owner: \_\_\_\_\_

Type of Legal Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

I have authority to bind the [Name of Owner].