

Agreement for Use of Northwind 100 Wind Tower

This Agreement is entered into on April 10, 2015 between the City of Bethel (hereinafter "City") and Yuut Elitnaurviat (hereinafter "Yuut").

Purpose and Scope of Agreement:

Yuut, in combination with other entities, will be providing wind tower training focusing on Northwind 100 Wind Turbines. While Yuut owns wind turbines, they do not own Northwind 100 models. The City's turbine is a Northwind 100 and is therefore helpful to the course.

The course will be sponsored solely by Yuut and is the sole responsibility of Yuut. The City of Bethel has no involvement in the course. The City agrees to allow access to its Northwind 100 Turbine by person's involved in the Yuut turbine maintenance course. Access to the turbine will be at the discretion of Yuut and its instructors and only for the duration of the course. Consent to use the Northwind 100 Turbine is not to be construed as the City's consent to any liability or responsibility for the course, course materials and actions of the instructors, students or employees of Yuut and its visitors.

By entering into this Agreement, Yuut warrants that it is insured for this type of activity, that it has obtained the full consent of Northern Power Systems (the manufacturer of the turbine) and that it has obtained written assurance that use of the turbine by Yuut for this course will in no way void the City's current warranty with Northern Power Systems.

Yuut further agrees that use of the turbine is limited to climbing the turbine under a controlled class environment and visibly inspecting, but not tampering with, the mechanics of the turbine.

Yuut shall indemnify the City from and against any and all claims, suits, causes of action and judgments arising in favor of any person or corporation including but not limited to the employees, agents, representatives, and sub- contractors of each party, or any third party on account of any injury, death or damage to life or property resulting from the actions, negligence, misfeasance, omissions, or errors of said party, its employees, servants, agents, representatives, sub-contractors, or independent contractors during the term of this agreement.

Attendance by City employees during this training shall not alter the terms of this Agreement.

This Agreement, except for the warranties and indemnification, shall automatically expire upon conclusion of the course.



Kurt Kuhne
Executive Director



Ann K. Capela
City Manager