

ADDENDUM TO CENERGISTIC, INC. ENERGY SAVINGS CONTRACT

The changes set forth below are agreed amendments to the Contract entered into by the Windham School District (School) and Cenergistic, Inc. Energy this _____ day of _____, 2015.

Add a new Paragraph 3(d) as follows:

“The energy specialist shall have a current criminal history records check as required by District policy paid for by Cenergistic, Inc. prior to performing services under this Contract and Cenergistic shall provide written verification to the District that a criminal history records check has been completed in compliance with RSA 189:13-a.”

In Paragraph 9(a), in the third sentence delete “including if there is no appropriation of funding or”.

Add a new Paragraph 14 as follows:

“14. Nonappropriation. In the event that no funds or insufficient funds are appropriated and budgeted for the services described in this Contract, and funds are otherwise unavailable by any means whatsoever for any fiscal period in which payments for the services are due under this Contract, the District shall, not less than sixty (60) calendar days prior to the end of the fiscal period for which funds have been appropriated, notify Cenergistic, in writing, of such occurrence. This Contract shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the District of any kind, except as to the portions of this Contract for which funds have been appropriated and budgeted or are otherwise available, and except for any of the District’s other obligations under this Contract accruing or arising prior to such termination.”

Add a new Paragraph 15 as follows:

“15. Insurance. Cenergistic shall maintain insurance in an amount and type sufficient to meet its obligations to the District under this Contract including but not limited to workers’ compensation, general liability insurance, including contractual obligations, and errors and omissions insurance. Cenergistic must deliver to the District a certificate of insurance and policy endorsements in a form and amount acceptable to the District prior to this Contract becoming effective. Cenergistic shall name SAU #95, the Windham School District, their Board, officers, agents and employees as named insureds in any and all insurance policies required by the terms of this Contract. Cenergistic shall not cancel the insurance without thirty (30) days written notice to the District.”

Add a new Paragraph 16 as follows:

“16. Indemnification. Cenergistic shall at its sole expense, defend, indemnify and hold harmless SAU #95, and the Windham School District, their Boards, their respective officers, agents and employees from any and all claims, demands, actions and causes of action, damages, costs, loss of services, defenses and compensation, including but not limited to any and all claims for negligence, personal injury, death and property damage which may, in any way arise from or out of the services provided by Cenergistic pursuant to the terms of this Contract, whether such services be performed by Cenergistic, or anyone directly or indirectly employed by Cenergistic or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of this Contract.”

WINDHAM SCHOOL DISTRICT

CENERGISTIC, INC. ENERGY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____