

The Applicant hereby request and authorizes Manitoba Hydro to undertake the Work upon the following terms and conditions.

- a) Costs are estimated based upon the Applicant's documented route and dimensions, as provided to Manitoba Hydro in the Building or Structure Move Application (eForm 114A).
- b) Following completion of Work, Manitoba Hydro shall invoice for its actual costs of performing the Work which may result in a refund to, or an additional payment from, the Applicant. Any additional payments from the Applicant shall be due and payable within 30 days of the date of Manitoba Hydro's invoice and late payments shall bear interest at the rate of 2% per month until paid in full.
- c) Manitoba Hydro shall not be liable to the Applicant for any losses, costs, damages or expenses that the Applicant, its directors, officers, employees, agents or subcontractors may incur or suffer arising in any manner from Hydro's performance or delay in performance of the Work or arising from this Agreement whether in contract, tort (including negligence), equity or otherwise.
- d) An Electric and/or Natural Gas Facilities Locate (eForm 371) must be signed by Manitoba Hydro and the Applicant in advance of the building or structure move. The Applicant will be responsible to obtain all permit and approvals required by law for the building or structure move.