

Crystal River Energy Complex Auction Preview Complex Access Form

Preview Date(s) Attending (check applicable dates):	
<input type="checkbox"/> Sept. 22, 2014	<input type="checkbox"/> Sept. 23, 2014
Participant Name (print): _____	
Company: _____	
Complete Mailing Address: _____	
Email Address: _____	
Phone: _____	
Emergency Contact Person: _____	
Emergency Contact Phone: _____	
Relationship to Participant: _____	

Prior to being granted access to the complex, participants must sign the attached site access acknowledgment, waiver and indemnity agreement.

Participants must also wear appropriate clothing. Please wear closed-toe, flat walking shoes. Work boots are preferred. Do not wear open-toe shoes, sandals, flip flops, high heels or ballet flats. Also do not wear skirts, capris, shorts or tank tops. Anyone wearing any of the prohibited items will not be granted access to the auction preview.

Forms must be completed and submitted to David Barkoff no later than 3 p.m. Eastern Standard Time on Sept. 18, 2014. No exceptions.

Submit the forms using one of the below methods:

- Email: dbarkoff@hgpauction.com
- Fax: 866.644.9908

Thank you.

SITE ACCESS ACKNOWLEDGMENT, WAIVER, AND INDEMNITY AGREEMENT

1. _____ (“Bidder”) desires to inspect certain materials and/or equipment owned by Duke Energy Florida, Inc. (“DEF”), currently located at the Crystal River Unit 3 Nuclear Plant (the “Plant”) near Crystal River, Florida, for purposes of participating in an auction. Bidder acknowledges, agrees and understands that there are certain risks and hazards associated with entering certain designated areas of the Plant that could result in injury to the Bidder or to others with the Bidder and there exists certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Bidder further acknowledges, agrees and understands it is not an employee of DEF and shall be considered an independent contractor and nothing in this Agreement shall operate to change or alter such relationship.
2. Bidder HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE DEF, its officers, affiliates, parent corporation, or any employees or agents, individually or in their official capacities (all for the purposes herein referred to as “Releasees”), from all losses, liabilities, claims, actions, damages, costs or expenses which Bidder or its heirs, assigns, executors, administrators or personal representatives may have against any of the Releasees, arising out of or in any way connected to the entry into the Plant or participation in the materials and/or equipment inspection activities, including bodily injury, death, or property damage suffered by the undersigned, during or after any entry upon the properties.
3. DEF makes no warranty or representation as to the condition of any of the materials and/or equipment, or any area in which the site inspection is to be performed. The inspection and any associated activities shall be performed at the sole risk and liability of the Bidder.
4. To the full extent permitted by law, Bidder shall indemnify, defend, and save harmless DEF from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards including attorney’s fees arising or claimed to have arisen or relating to access to the Plant or participation in the inspection activities.
5. This Agreement is to be interpreted in accordance with the laws of the State of Florida, notwithstanding any rules governing conflicts of law.

Bidder also agrees that this arrangement is mutually beneficial, and that there is adequate consideration for the agreements set forth herein. By signing below, each party represents that it has the right and authority to bind the party for which he or she is signing.

Duke Energy Business Services LLC, as agent for
Duke Energy Florida, Inc.

Bidder

By: _____

By: _____

Name (print): Michael L. Taylor

Name (print): _____

Title: Manager Nuclear Procurement

Title: _____