



**ONCOR ELECTRIC DELIVERY COMPANY LLC
COMMERCIAL STANDARD OFFER PROGRAM**

CUSTOMER AGREEMENT

General Information: Project Name & Number: _____

Customer Site Information

ESIID	Site Name	Site Address

- 1). _____ ("Service Provider") intends to install energy efficiency measures at facilities owned and/or operated by _____ ("Customer") at the address(es) ("Project Site(s)") listed above (the "Project"). The Service Provider is implementing the Project as part of an energy efficiency Standard Offer Program (the "Commercial Standard Offer Program") offered by Oncor Electric Delivery Company LLC ("Oncor").
- 2). Customer agrees to provide Oncor, upon three (3) days' prior oral notice by Service Provider, full and complete access to the Project Site for any purpose related to the Commercial Standard Offer Program. Customer agrees that said access shall be provided during the Customer's normal business hours and in compliance with the Customer's reasonable access requirements.
- 3). Customer acknowledges that the project would not have been accomplished or would have been completed with less efficient equipment except for the existence of the incentive provided by this program.
- 4). Customer acknowledges that any view, inspection, or acceptance by Oncor of the Project Site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of Oncor and that, in performing any such inspection or review or in accepting the measures, Oncor makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Service Provider or their compatibility with the Customer's facilities.
- 5). Customer acknowledges that the Service Provider is an independent contractor with respect to Oncor and the Commercial Standard Offer Program, and that the Service Provider is not authorized to make representations or incur obligations on behalf of Oncor.
- 6). Customer acknowledges that Oncor is not a party to this Customer Agreement and that the Service Provider is solely responsible for performance there under.
- 7). Customer acknowledges that Oncor makes no warranty or representation regarding the qualifications of the Service Provider and that the Host Customer is solely responsible for the selection of the Service Provider.
- 8). Customer acknowledges that the Customer may file a complaint with the Public Utility Commission of Texas concerning the Service Provider, but that Oncor will play no role in resolving any disputes that arise between the Customer and the Service Provider.
- 9). Service Provider and Customer acknowledge that the total project capital cost proposed by the Host Customer is _____ and incentive paid for the project will never exceed 50% of the total Project cost as defined in the Program Manual.

Indemnification: to the extent permitted by the laws of the State of Texas and in consideration of the services provided, customer agrees to indemnify, defend and hold harmless Oncor from any claim or suit for damages of any kind to customer, or any guest, agent, contractor, or any affiliate of customer, arising out of or related to the project, for any cause of action even to the extent such claim or suit is caused by the sole or concurrent negligence or fault of Oncor.

Limitation of liability: with the exception of the indemnification provision above, to the extent that Oncor may be found liable for any damages arising from or related to this agreement, damages of any sort, including consequential damages, shall be limited to the amount of paid by the customer pursuant to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Service Provider

Customer

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Date: _____

Date: _____

Phone: _____