



# Project Sponsor/Market Actor and Customer Agreement

## SWEPCO Commercial Standard Offer Program (CSOP)

*This document is only required for Project Sponsors/Market Actors (energy efficiency service providers) submitting a CSOP Application on behalf of an SWEPCO distribution customer. Please list each customer site.*

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location/Site (list all sites): \_\_\_\_\_

Estimated: \_\_\_\_\_ Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

1. Customer agrees to provide SWEPCO, upon five (5) business days' prior oral notice, full and complete access to the project site for any purpose related to the CSOP. Access shall be provided during Customer's normal business hours and in compliance with Customer's reasonable access requirements.
2. Customer acknowledges that any view, inspection, or acceptance by SWEPCO of the project site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of SWEPCO and that, in performing any such inspection or review or in accepting the measures, SWEPCO makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Project Sponsor/Market Actor, or their compatibility with Customer's facilities.
3. Customer acknowledges that the energy efficiency project would not have been completed or would have been completed with less efficient measures except for the CSOP and the incentive provided.
4. Customer acknowledges that the Project Sponsor/Market Actor is an independent contractor with respect to SWEPCO and the CSOP and that the Project Sponsor/Market Actor is not authorized to make representations or incur obligations on behalf of SWEPCO.
5. A Customer acknowledgement that SWEPCO is not a party to the Customer Agreement and that the Project Sponsor/Market Actor is solely responsible for performance thereunder.
6. A Customer acknowledgement that SWEPCO makes no warranty or representation regarding the qualifications of the Project Sponsor/Market Actor, and that the Customer is solely responsible for the selection of the Project Sponsor/Market Actor.
7. A Customer acknowledgement that the Customer may file a complaint with the Public Utility Commission of Texas concerning the Project Sponsor/Market Actor, but that SWEPCO will play no role in resolving any disputes that arise between the Customer and the Project Sponsor/Market Actor.
8. Customer acknowledges for a project that involves retrofitting existing lighting fixtures to operate on the facilities distribution line voltage of at least 110 volts, warning labels will be installed on each retrofitted fixture to alert anyone performing maintenance of the potential for a shock hazard.
9. A Customer agreement to release SWEPCO from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of SWEPCO, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability, or violation of law or regulation as may be caused by the active negligence or willful misconduct of SWEPCO, and resulting from its acceptance of the project for participation in the CSOP.

### Customer Representative

### Project Sponsor Market Actor Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_