

# CUSTOMER ACKNOWLEDGEMENT

## Entergy Residential and Small Commercial Standard Offer Program

Host Customer	Project Sponsor
Name: _____	Name: _____
Phone: _____	Phone: _____
Project Site Address: _____	Project Sponsor Address: _____
City/State/ZIP: _____	City/State/ZIP: _____

I have entered into a Customer Agreement with the above named Project Sponsor for the installation or implementation of energy efficiency measures and I am solely responsible for the selection of the Project Sponsor.

- Entergy is not a party to the Customer Agreement and the Project Sponsor is solely responsible for performance under the Customer Agreement.
- Project Sponsor is an independent contractor with respect to Entergy, and is not authorized to make representations or incur obligations on behalf of Entergy.
- Entergy makes no warranty or representation regarding the qualifications of the Project Sponsor.
- Entergy makes no warranty or representation regarding the installation or implementation of energy efficiency measures, the benefits to be derived from the measures, or the fitness of the measures for the Project Site.

I agree, upon three (3) days' prior notice, to provide Entergy or its designee access to the Project Site during normal business hours for the purpose of inspecting the installed equipment.

I AGREE TO RELEASE ENTERGY 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 AND/OR DEMAND SAVINGS SHORTFALLS ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF ENTERGY, WHETHER ACTIVE OR PASSIVE.

**I assert that the energy efficiency measures described in the Customer Agreement have been installed or implemented according to the terms of the Customer Agreement.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_