

CUSTOMER ACKNOWLEDGEMENT
Entergy Standard Offer Program

Customer

Project Sponsor

Name: _____

Name: _____

Phone: _____

Phone: _____

Project Site
Address: _____

Project Sponsor
Address: _____

City/State/ZIP: _____

City/State/ZIP: _____

Acct/Meter #: _____

Invoice #: _____

I have entered into a Customer Agreement with the above named Project Sponsor for the installation or implementation of energy efficiency measures. Entergy is not a party to the Customer Agreement and the Project Sponsor is solely responsible for performance under the Customer Agreement.

I acknowledge that the Project Sponsor is an independent contractor with respect to Entergy, and is not authorized to make representations or incur obligations on behalf of Entergy.

I acknowledge that Entergy makes no warranty or representation regarding the qualifications of the Project Sponsor and I am solely responsible for the selection of the Project Sponsor.

I acknowledge that the Project Sponsor has disclosed any potential adverse environmental or health effects associated with the energy efficiency measures to be installed at the Project Site.

I acknowledge that Entergy does not make any warranty or representation of any kind 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 acknowledge that prior to my signing a Customer Agreement with the Project Sponsor, the Project Sponsor provided, for my review, a copy of the Customer Disclosure Form approved by the Public Utility Commission of Texas (PUCT).

I acknowledge that I may file a complaint with the PUCT concerning the Project Sponsor, but that Entergy will play no role in resolving any disputes that arise between the Project Sponsor and myself.

I agree to provide Entergy or its representative and the independent measurement and verification expert selected by the PUCT, full and complete access to the Project Site for any purpose related to the Standard Offer Program, upon three (3) days prior oral notice by the Project Sponsor.

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: _____ Date: _____