

CUSTOMER AND PROJECT SPONSOR AGREEMENT
Entergy Hard-to-Reach Standard Offer Program

This Agreement is entered into this _____ between _____
 at _____ and _____ at _____
 (address) (Host Customer) (Project Sponsor) (address)

RECITALS

Project Sponsor is a participant in the Hard-to-Reach Standard Offer Program (“HTR SOP”) developed by Entergy.

Host Customer desires to purchase from the Project Sponsor certain energy efficiency measures and the installation thereof that will produce the energy savings for which the HTR SOP was developed.

NOW THEREFORE, Project Sponsor and Host Customer agree as follows:

1. Project Sponsor agrees to sell and install and Host Customer agrees to purchase and pay for the energy efficiency measures as described below:

Materials and Equipment to be installed (quantity and model numbers as appropriate):

Cost and Payment Terms:

Equipment and Materials: _____
 Labor: _____
 Sales Tax: _____
TOTAL _____

Payment Terms: _____

Project Schedule:

Start Date:

End Date:

2. Other Terms:

3. *Project Sponsor warrants that it will install all energy efficiency equipment or materials in a good and worker-like manner consistent with the prevailing standards for efficiency measures installation as practiced by qualified contractors in the area.*

4. *Host Customer shall have the right to cancel this Agreement at any time and for any reason prior to midnight of the third business day following the date of this Agreement. Host Customer may exercise this right of cancellation by providing the Project Sponsor any written statement that is signed and dated by Host Customer and states Host Customer's intention to cancel this Agreement.*

5. Equipment Warranty:

6. *Project Sponsor guarantees that no mechanics or materialmens liens will be placed on Host Customer's property relating to the installation of measures pursuant to this Agreement.*

7. *Host Customer acknowledges that the Project Sponsor is receiving an incentive made available through a ratepayer-funded program, manufactureres, or other entities.*

8. *Host Customer acknowledges that any view, inspection, or acceptance by Entergy of the Host Customer's equipment installation or of the design, construction, installation, operation or maintenance of the equipment is solely for the information of Entergy and that, in performing any such inspection or review or in accepting the installed equipment, Entergy makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety, merchantability, reliability or other benefits of the equipment, its installation by Project Sponsor or its compatibility with the Host Customer's facilities.*

9. *Host Customer acknowledges that Project Sponsor is an independent contractor with respect to Entergy and the HTR SOP, and that Project Sponsor is not authorized to make representations or incur obligations on behalf of Entergy. Host Customer further acknowledges that Entergy is not a party to the Host Customer Agreement and that Project Sponsor is solely responsible for performance hereunder.*

- 10. *Host Customer acknowledges that Project Sponsor has explained the procedures for filing a complaint with Entergy, with the Public Utility Commission, or the Texas Attorney General's Office. Complaints filed with Entergy are for the sole purpose of evaluating Project Sponsor Performance. Entergy will not intervene in any disputes between the Project Sponsor and the Host Customer.*

- 11. *Host Customer agrees that Project Sponsor shall have the right to make this Host Customer Agreement and all Host Customer utility bills, project documentation, contractor invoices, and technical and cost information available to Entergy.*

- 12. *Host Customer acknowledges receipt of the Public Utility Commission Customer Disclosure Form (attached).*

The parties have signed this Agreement as of the date first written above.

Project Sponsor:

Host Customer:
