



ONCOR ELECTRIC DELIVERY COMPANY LLC BASIC COMMERCIAL STANDARD OFFER PROGRAM

Host Customer Agreement

I. General Information

Host Customer Name: _____

Service Provider Name: _____

Project Name & Number: _____

Customer Site Information

ESIID	Site Name	Site Address

II. Host Customer and Service Provider Acknowledgements

_____ ("Service Provider") intends to install energy efficiency measures at facilities owned and/or operated by _____ ("Host 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 "Basic Commercial Standard Offer Program") offered by Oncor Electric Delivery Company LLC ("Oncor"). In consideration of participation in the Basic Commercial Standard Offer Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Service Provider and Host Customer agree as shown below.

III. Host Customer Agreements

Host 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 Basic Commercial Standard Offer Program. Host Customer agrees that said access shall be provided during the Host Customer's normal business hours and in compliance with the Host Customer's reasonable access requirements.

Host 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.

Host 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.

Host Customer acknowledges that the Service Provider is an independent contractor with respect to Oncor and the Basic Commercial Standard Offer Program, and that the Service Provider is not authorized to make representations or incur obligations on behalf of Oncor.

Host Customer acknowledges that Oncor is not a party to this Host Customer Agreement and that the Service Provider is solely responsible for performance there under.

Host 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.

Host 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 Host Customer and the Service Provider.

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, CUSTOMER AGREES TO RELEASE AND HOLD HARMLESS ONCOR ELECTRIC DELIVERY COMPANY LLC FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES, DAMAGES, ATTORNEYS' FEES, JUDGMENTS, COSTS, AND/OR LEGAL LIABILITY (COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") OF HOST CUSTOMER OR ANY CONTRACTOR OR SERVICE PROVIDER ENGAGED BY HOST CUSTOMER OR ANY OWNER OR OCCUPANT OF THE PROJECT SITE, AND ALL AFFILIATED OR RELATED FIRMS AND ENTITIES, OFFICERS, DIRECTORS, PARTNERS, LIMITED PARTNERS, EQUITY HOLDERS, ASSOCIATES, EMPLOYEES, SERVANTS, AND AGENTS OF EACH (COLLECTIVELY, "CUSTOMER GROUP") ARISING OUT OF OR RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO: 1) INJURY OR DEATH OF PERSONS; 2) DAMAGE TO PROPERTY OR 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 OF THE PROJECT; AND FURTHER, IT IS THE EXPRESS INTENT OF THE PARTIES THAT, FOR THE PURPOSES OF THIS PARAGRAPH, CLAIMS, AND CUSTOMER'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM ONCOR GROUP'S SOLE OR CONCURRENT (1) NEGLIGENCE, (2) STRICT LIABILITY, OR (3) OTHER FAULT OF ANY NATURE.

IV. Estimated Capital Project Costs

Service Provider and Host 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.

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

Service Provider	Host Customer
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Company: _____	Company: _____
Date: _____	Date: _____
	Phone: _____

Note:

- (1) Each sheet must be completed and submitted to be valid.
- (2) Multiple documents are required if more than one property owner is included on the project.
- (3) If a site does not belong to you please draw a line through it and initial it.

Please Note: Attach signed document under Project Attachment tab in EEPM.