

EXAMPLE HCA FORM HOST CUSTOMER AGREEMENT

This Agreement is entered on this _____ between _____
(date)
_____, _____, _____, and _____
(Project Sponsor) (address) (telephone number)
_____, _____, _____
(Host Customer) (address) (telephone number)
_____, _____, _____
(Subcontractor) (address) (telephone number)

Project Sponsor is participating in one of the following Standard Offer Programs ("SOP") developed by El Paso Electric Company ("EPE").

Check One

- Hard-to-Reach SOP
- Residential and Small Commercial SOP

Host Customer desires to purchase from Project Sponsor certain energy efficiency measures that will produce energy savings and/or peak demand savings that are qualified for the SOP.

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.
2. Host Customer has received a list of equipment to be installed (quantity, model numbers and efficiency ratings as appropriate): **Refer to Bill of Sale, which is attached hereto and incorporated herein.**
3. Host Customer has received a written and oral disclosure of the financial arrangement between Project Sponsor and Host Customer. This includes an explanation of the total Host Customer payments, the total expected interest charged, all possible penalties for non-payment, and whether Host Customer's installment sales agreement may be sold (**Refer to Bill of Sale**).
4. Host Customer has received a written disclosure of all warranties: **Refer to Bill of Sale**
5. Start Date: _____ Completion Date: _____
6. In the event of non-performance by Project Sponsor, Host Customer may make a complaint to the Office of Customer Protection of the Public Utility Commission of Texas (PUCT) at 1-888-782-8477 (TTY 1-800-735-2988) or the Office of the Attorney General's Consumer Protection Hotline at 1-800-621-0508.
7. Project Sponsor warrants that it will install all energy efficiency equipment or materials in a good and workman-like manner consistent with the prevailing standards for efficiency measure installation as practiced by qualified contractors in the area.
8. Project Sponsor maintains liability insurance to cover property damage.
9. 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 Project Sponsor any written statement that is signed and dated by Host Customer and states Host Customer's intention to cancel this Agreement.
10. Project Sponsor shall provide Host Customer an "All Bills Paid" affidavit guaranteeing that no mechanic's or materialmen's liens will be placed by Project Sponsor or its subcontractor on Host Customer's property relating to the installation of energy efficiency measures pursuant to this Agreement.

11. Host Customer acknowledges that Project Sponsor is receiving an incentive for the energy and peak demand savings derived from Host Customer's energy efficiency improvements and that such incentive is paid for through a ratepayer funded program, manufacturers or other entities.
12. Host Customer agrees, upon three (3) days' prior oral notice, to provide EPE and the independent measurement and verification expert selected by the PUCT with full and complete access to Host Customer's property for any purpose related to the SOP. The right of access will be subject to Host Customer's reasonable access requirements and, unless otherwise agreed, must occur within the normal business hours of Host Customer.
13. Host Customer acknowledges that any review, inspection, or acceptance by EPE of Host Customer's premises or of the design, construction, installation, operation or maintenance of the energy efficiency equipment is solely for the information of EPE and that, in performing any such inspection or review or in accepting the installed equipment, EPE makes no guarantee, representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by Project Sponsor or its compatibility with Host Customer's facilities.
14. Host Customer acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by the PUCT or by EPE, and that Project Sponsor is not authorized to make representations or incur obligations on behalf of EPE. Host Customer further acknowledges that EPE is not a party to Host Customer Agreement and that Project Sponsor and Host Customer are solely responsible for performance hereunder.
15. Host Customer acknowledges that EPE makes no warranty or representation regarding the qualifications of Project Sponsor, and that the Host Customer is solely responsible for the selection of Project Sponsor.
16. Host Customer acknowledges that Host Customer may file a complaint with the PUCT or the Texas Attorney General's Office concerning Project Sponsor, but that EPE will play no role in resolving any disputes that arise between Host Customer and Project Sponsor.
17. Host Customer agrees to provide EPE with access to Host Customer's utility bills, project documentation, contractor invoices, and technical and cost information directly related to the project.
18. No energy efficiency service provider, manufacturer, or other business involved in providing your energy efficiency improvements may ask or require you to give up your rights under consumer protection statutes, waive performance warranties, or make false claims of energy savings and reductions in energy costs.
19. Host Customer acknowledges they are a residential or small commercial distribution customer of EPE (circle one).

EPE meter number(s) or Premise Number ID(s) for this project: _____.

If Host Customer is classified as Small Commercial, the aggregated load of all EPE accounts under common ownership including this project does not exceed 250 kW, as listed below:

EPE meter number(s) or Premise Number ID(s) for all other EPE accounts under common ownership with this project:

The maximum kW in the previous 12-month period for all accounts listed above is _____, which occurred in _____, _____.

[month] [year]

20. Host Customer acknowledges that Project Sponsor is solely responsible and liable for the preparation of this Agreement, and that any claims or causes of action arising out of the preparation, enforcement or interpretation of this Agreement

shall be solely the responsibility of the Host Customer and Project Sponsor.

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

Project Sponsor: _____

Host Customer: _____

Notary Public Attestation

SUBSCRIBED AND SWORN TO BEFORE ME by the said Host Customer,

_____ [name], on this _____ day of _____, 2010.

Notary Public, State of Texas

EXAMPLE