

Project Sponsor and Customer Agreement

This document is only required for Project Sponsors (energy efficiency service providers) submitting a Commercial and Industrial Standard Offer Program Application on behalf of an El Paso Electric Company Customer. Please list each Project Site. All capitalized terms not defined herein shall have the meanings ascribed in the Standard Offer Program Agreement.

Project Name: _____

Project Site (all sites): _____

1. Customer agrees to provide El Paso Electric Company, upon five (5) business days prior oral notice, full and complete access to the Project Site for any purpose related to the C&I Standard Offer Program. Access shall be provided during Customer's normal business hours and in compliance with Customer's reasonable access requirements.

2. Customer acknowledges and agrees that any view, inspection, or acceptance by El Paso Electric Company of the Project Site or of the design, construction, installation, operation or maintenance of the Measures is solely for the information of El Paso Electric Company and that, in performing any such inspection or review or in accepting the measures, El Paso Electric Company makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the Measures, their installation by the Project Sponsor, or their compatibility with Customer's facilities.

3. Customer acknowledges and agrees that the Project Sponsor is an independent contractor with respect to El Paso Electric Company and the C&I Standard Offer Program and that the Project Sponsor is not authorized to make representations or incur obligations on behalf of El Paso Electric Company.

4. Customer acknowledges and agrees that El Paso Electric Company is not a party to the Customer Agreement and that the Project Sponsor is solely responsible for performance thereunder.

5. Customer acknowledges and agrees that El Paso Electric Company makes no warranty or representation regarding the qualifications of the Project Sponsor, and that Customer is solely responsible for selection of the Project Sponsor.

6. Customer acknowledges that Customer may file a complaint with the Public Utility Commission of Texas concerning the Project Sponsor, but that El Paso Electric Company will play no role in resolving any disputes that arise between Customer and the Project Sponsor.

7. 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.

8. Customer agrees to release El Paso Electric Company from any and all claims, demands, losses, damages, costs, and legal liability (including, but not limited to a) injury or death of persons, b) damage to natural resources, c) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, d) strict liability imposed by any law or regulation, e) equipment malfunctions, or f) energy savings shortfalls) arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of El Paso Electric Company.

Customer Representative

Project Sponsor Representative

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____