

Energy Efficiency Incentive Application and Agreement

CUSTOMER INFORMATION

Company:			Date:		
Contact Person:		Title:			
E-mail:	Telephone Number:		Fax Number:		
Address:		City:	State:	Zip:	

CONTRACTOR INFORMATION *(if applicable)*

Company:			Date:		
Contact Person:		Title:			
E-mail:	Telephone Number:		Fax Number:		
Address:		City:	State:	Zip:	

CUSTOMER AFFIDAVIT – INCENTIVES

As an electric customer in Connecticut, I certify that I have not received any other rebates from my utility for the energy efficiency project described below. I certify that the above information is true and correct. I hereby authorize my utility to release utility account information required to confirm incentive program participation for the account(s) listed in Exhibit A.

TERMS AND CONDITIONS

<p>Eligibility: Under the terms and conditions of this Energy Efficiency Incentive Application and Agreement (the "Agreement"), Ameresco CT LLC ("Ameresco") agrees to provide financial incentives to the undersigned ("Customer") who installs energy efficient equipment ("DSM Measures") at the Premises identified in Exhibit A, which equipment reduces the total amount of electrical energy needed at the Premises while delivering a comparable or acceptable level of end-use services. The DSM Measures to be installed are shown in Exhibit A, which Exhibit A will be finalized upon installation. By entering into this Agreement, Customer certifies that it has not received and will not receive cash or other benefits from third parties as a result of installing and operating the DSM Measures.</p> <p>Terms of Payment: Subject to the terms of this Agreement, Ameresco agrees to pay Customer in one upfront payment the amount per average kW anticipated to be saved over the Term (a) during the following hours: 1 PM – 5 PM in the months of June, July and August ("Summer Savings"), and 5 PM – 7 PM in the months of December and January on non-holiday weekdays ("Winter Savings") and (b) resulting from the installation of the DSM Measures. The payment amount per average kW is shown on Exhibit A. Customer acknowledges and agrees that the amount to be paid to Customer shall be based upon, and subject to, a determination by Ameresco, following installation of the DSM Measures, of the lesser of the anticipated average Summer Savings and Winter Savings achieved by the DSM Measures. Ameresco will make such payment to Customer for the savings in the amounts provided for in this paragraph within thirty (30) days following both Ameresco's</p>	<p>determination of anticipated savings and Ameresco's receipt of copies of the documentation required pursuant to this Agreement.</p> <p>Term of Agreement: The term of this Agreement ("Term") commences upon the date it is fully executed, as provided below, and terminates upon May 31, 2026. During the Term, Customer agrees (a) to provide Ameresco and its respective subcontractors and agents with access to the Premises, upon prior verbal notice to the Customer, as may be reasonably necessary to conduct pre- and post-installation inspections of DSM Program work, metering and the inspections of how the DSM Measures are functioning; (b) to operate, maintain, repair, and insure the DSM Measures, and (c) in the event that Customer replaces any DSM Measure, replace said equipment with equipment of equal or greater energy efficiency.</p> <p>Ownership: Customer represents to Ameresco that Customer owns or leases all Premises, listed in Exhibit A, where the DSM Measures are to be installed. If Customer is a lessee of the Premises, the lease(s) expires on the dates listed in Exhibit A. Customer will obtain landlord's consent (if required) wherein the landlord agrees in writing to: (i) permit the DSM Measures to be installed, (ii) permit the Customer to maintain, repair and replace the DSM Measures during the period such Premises are occupied by Customer, and (iii) provide Ameresco and their respective subcontractors and agents with access to the Premises, as provided for in this Agreement. In the event Customer sells the Premises, if owned by Customer, Customer will notify Ameresco, assign this Agreement to the purchaser, cause</p>
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the purchaser to assume this Agreement and promptly send a copy of such assignment and assumption agreement to Ameresco together with the name and contact information of a representative of the purchaser. Customer further agrees that, in the event that Customer is the lessee of the Premises, Customer will notify Ameresco not less than thirty (30) days before the termination of any such lease, unless Customer enters into a new lease for the Premises or the current lease is extended.

ISO-NE Capacity Payments: Customer hereby assigns to Ameresco all rights to supply capacity relating to the DSM Measures to be installed pursuant to this Agreement into the ISO-New England markets including the Forward Capacity Market, as defined by ISO-New England, Inc., and any successor thereto.

Environmental Credits: Customer hereby assigns to Ameresco all rights to any emissions or environmental credits, offsets, allowances or other similar "green credits" relating to the DSM Measures whether presently existing or hereafter created by law including without limitation Connecticut Class III conservation credits authorized in DPUC Docket No. 05-07-19.

Specific Requirements: Customer shall have its contractor or employees installing the DSM Measures apply a sticker or other signage ("Sticker") either to each DSM Measure device installed or at a location designated by the Customer. The Stickers shall be provided by Ameresco and will include the following toll-free number to enable Customer to contact Ameresco throughout the Term: 1-866-314-9611.

Limitation of Liability: AMERESCO'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT DETERMINED BY THE FORMULA [SHOWN IN THE CUSTOMER PAYMENT PORTION OF EXHIBIT A] ATTACHED HERETO AND UTILIZING THE SAVINGS DETERMINED BY AMERESCO. UNDER NO CIRCUMSTANCES WILL AMERESCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY

KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE.

Indemnification: Customer shall protect, indemnify, defend and hold harmless Ameresco, its parent, subsidiaries, affiliates, officers, directors, trustees, employees, subcontractors, successors, assigns, and agents (collectively the "Indemnified Parties") from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties resulting from, arising out of or relating to any act or omission in the performance by Customer, or any of its subcontractors, of this Agreement, except to the degree such liability, claims, lawsuits, losses, demands, damages, costs and expenses arise from the negligence of one or more of the Indemnified Parties. The obligations of the Customer under this Section shall survive any expiration, termination, or assignment of this Agreement.

Assignment: Customer may direct Ameresco to pay all amounts due, as determined by Ameresco in accordance with the terms of this Agreement, to a third party. Upon the determination of such amount, Customer and such third party shall complete the Assignment of Payment in the form of Exhibit B.

Contract Documents: This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original copy of this Agreement and all or which, when taken together, will be deemed to constitute one and the same instrument. Additional projects may be added as an amendment to the Agreement in the form of Exhibit C, and shall include amended Exhibits A and B.

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COMMUNICATION

Unless otherwise provided in this Agreement, all notices or communications related to this Agreement must be in writing and either: (i) delivered by email with notification from the recipient that the email has been received; (ii) delivered in person, with signature that the package has been received or (iii) mailed by certified mail or registered mail, return receipt requested, to the following addresses or such other addresses as shall be communicated in writing from one party to the other:

To: AMERESCO Ameresco CT LLC 111 Speen Street, Suite 410 Framingham, MA 01701 Phone No. 508-661-2200 Fax No. 508-661-2201 Attn: General Counsel (dcorrsin@ameresco.com) Larry Kata (lkata@ameresco.com)	To: Customer	
	Organization:	
	Address:	
	Phone No.	
	Fax No.	
	Attn:	
	Email:	

AGREEMENT

Please indicate Customer's consent to, and agreement with, the terms and conditions of this Agreement, by signing where indicated below and returning an executed original to Ameresco.

CUSTOMER NAME: _____ <i>Acknowledged, accepted and agreed, by a duly and validly authorized representative of the Customer:</i>		AMERESCO CT LLC By Ameresco, Inc., its sole member	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

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EXHIBIT A – PART I

EXHIBIT A

PART I: PROJECT SUMMARY AND CUSTOMER PAYMENT (TO BE COMPLETED BEFORE PRE-INSPECTION)

PART II: DETAILED INVENTORY AND DSM MEASURES, EQUIPMENT LIST (TO BE ATTACHED AND SUBSEQUENTLY REVISED UPON INSTALLATION AND POST-INSPECTION)

PROJECT SUMMARY			
Type of Energy Efficiency Project:			
Premises Building Name or Number:			
Address:	City:	State: CT	Zip:
Lease Ending Date:	Square Feet:	Hours of Operation:	
Utility Name/Utility Account Number(s): (Please include all electric account number(s) where equipment is installed)			
Total Project Cost:		Electricity Average Cost per kWh:	
Estimated Project Start Date:		Estimated Project Completion Date:	
PROJECT INFORMATION			
<u>Expected Average kW Savings</u>		<u>Annual Expected Savings</u>	
Summer 1-5PM:	kW	Energy: kWh	
Winter 5-7PM:	kW		
<u>Scope of Work: Provide a short description of your energy efficiency project and equipment</u> <i>(attach all available contractor or engineer documentation with equipment specifications and analysis of savings)</i>			
CUSTOMER PAYMENT INFORMATION			
Payment Amount: \$_____ per Average kW			
Average kW = Lesser of kW anticipated to be saved from the installation of the DSM Measures during a) 1 PM – 5 PM in the months of June, July and August (“Summer Savings”), and b) 5 PM – 7 PM in the months of December and January (“Winter Savings”) on non-holiday weekdays			
Payable to:		Attn:	
Address:	City:	State:	Zip:

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EXHIBIT B

EXHIBIT B
PROJECT COMPLETION AND PAYMENT
(TO BE COMPLETED UPON INSTALLATION AND POST-INSPECTION)

ASSIGNMENT OF PAYMENT *(as applicable)*

Customer hereby irrevocably directs Ameresco to pay the amount determined by Ameresco below ("Payment Amount") to the Recipient listed below. Customer hereby represents and warrants to Ameresco that the Payment Amount represents all amounts due and owing under the Agreement and upon payment to Recipient, all of Ameresco's payment obligations to Customer under the Agreement shall be satisfied in full. Ameresco shall send the Payment Amount to the Recipient at the address listed below.

Recipient hereby agrees and acknowledges that Ameresco is forwarding the Payment Amount to Recipient on behalf of Customer and as an accommodation to Customer in connection with Customer's purchase of the DSM Measures from Recipient and that Ameresco shall have no obligation or liability to Recipient under any circumstances as a result of this accommodation.

RECIPIENT NAME:	Total Payment Amount: \$		
Address:	City:	State:	Zip:
Recipient Signature:	Date:		
Name:	Title:		

CERTIFICATION

In connection with the Energy Efficiency Incentive Application and Agreement dated as of _____ (the "Agreement") by and between the undersigned and Ameresco CT LLC, the undersigned does hereby certify that:

- SATISFACTION OF INSTALLATION** - the DSM Measures installed under the Agreement **have been installed to the satisfaction of Customer** and are achieving an acceptable level of service.
- PERMITS AND APPROVALS** - no permits, approvals or other authorizations were or are required in connection with the construction, installation or operation of the DSM Measures (as defined in the Agreement).

CUSTOMER NAME: _____

Acknowledged, accepted and agreed, by a duly and validly authorized representative of the Customer:

Signature:	
Name:	
Title:	
Date:	

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**AMENDMENT 1:
INCLUSION OF ADDITIONAL DSM MEASURES
(TO BE COMPLETED FOR EACH ADDITIONAL PROJECT)**

AGREEMENT

This Amendment is the first amendment ("First Amendment") In connection with the Energy Efficiency Incentive Customer Agreement dated as of _____ (the "Agreement") by and between the undersigned and Ameresco CT LLC, the undersigned do hereby agree to add the information in Attachment A to Exhibit A of the Agreement, and the information in Attachment B to Exhibit B of the Agreement.

Subject to the terms of the Agreement and this amendment, Ameresco agrees to pay Customer the amount shown in Attachment A for the DSM Measures described in Attachment A.

Except as modified by this First Amendment, the DSM Agreement shall continue in full force and effect.

CUSTOMER NAME: _____ <i>Acknowledged, accepted and agreed, by a duly and validly authorized representative of the Customer:</i>	AMERESCO CT LLC
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Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	