



Terms and Conditions for Commercial/Industrial Electric and Natural Gas Programs

This Agreement between Liberty (EnergyNorth Natural Gas) Corp., or Liberty (Granite State Electric) Corp., both d/b/a Liberty ("Liberty"), and the Customer identified on the incentive application shall, together with the application, constitute the Customer's acceptance that the following Terms and Conditions will govern the Customer's participation in Liberty's electric and natural gas Commercial and Industrial Energy Efficiency Incentive Programs (the "Programs").

1. The term of this Agreement begins with the date that Liberty offers this incentive by delivering an incentive application and ends three years after the Customer receives the incentive payment.
2. Only electric and natural gas Energy Efficiency Measures ("EEM") that are identified in the incentive application, that have met the Programs' acceptance criteria as evidenced by an offer on the incentive application, and that are signed by the Customer and Liberty are eligible for an incentive payment under Liberty's Programs.
3. All incentives are contingent on continued approval of the Programs by the NH Public Utilities Commission, authorization for Liberty to recover the incentive amounts, and availability of incentive funds. The incentive amount cannot exceed the total project cost.
4. Subject to paragraph 3 above, if the Customer appropriately installs all EEMs identified in the incentive application, as determined by Liberty in its sole discretion, the Customer will be eligible for the incentive payment listed on the incentive application.
5. The Customer is responsible for the safety of the installation and for its compliance with all applicable codes. Liberty may deny an incentive if, in its sole discretion, the installation is not safe, or is not consistent with Program guidelines or local codes. Liberty may, in its sole discretion, direct the Customer to remedy such deficiencies at its costs before making the incentive payment.
6. Liberty will make the incentive payment to the Customer after the project is appropriately installed and verified by Liberty and/or Liberty's Quality Assurance Contractor, which must occur before the "Completion Date" on the front of the incentive application. Payment will be made within 60 days of verification and of Liberty's receipt of an executed copy of the incentive application and all applicable invoices.
7. With respect to electric EEMs, the Customer agrees to remain interconnected with the electric distribution system and remain a Liberty customer for the purpose of distribution service during the term of this contract. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
8. With respect to natural gas EEMs, the Customer agrees to remain interconnected with Liberty's natural gas delivery system and remain a Liberty customer for the purpose of, at least, delivery service during the term of this agreement. The Customer will employ best efforts to assure that its successors, lessees, and assigns will comply with this paragraph.
9. Removal of Equipment. As a condition of participating in the Programs, the Customer is responsible for the safe and proper disposal of all wastes, hazardous or otherwise, and equipment, machinery, or devices replaced by the EEMs installed under this Agreement in accordance with all laws, rules, and regulations. The Customer assumes all risk and liability associated with any wastes, hazardous or otherwise, and equipment, machinery or devices. The Customer also agrees to not reuse or install any of the replaced equipment and agrees not to sell the replaced equipment for installation or reuse elsewhere.
10. Should the Customer breach the terms of Articles 7, 8, and/or 9 above, the Customer agrees to pay damages to Liberty equal to the full incentive amount within 60 days of Liberty's demand for payment as full settlement of the breach. The Customer agrees that the damages specified within this Agreement are not a penalty but represent a reasonable estimate of the damages Liberty would suffer as a result of the Customer's failure to comply with the terms of this Agreement. The breaching Customer shall also pay all costs Liberty incurs in connection with the EEMs and/or this Agreement, including installation, repair or replacement, administration, product subsidy, and costs of collection, including attorney fees and expenses.
11. The Customer agrees to allow Liberty to perform pre- and post-installation on-site monitoring or evaluations of the installed EEMs as part of determining eligibility for incentives and as part of the Programs' evaluation to determine the EEMs' real and long-term savings. Such inspections are not safety inspections.
12. The Company reserves the right to lower the incentive amount if the quantity and/or cost of EEMs actually installed differs from the pre-approved amounts.



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13. EEMs for which Liberty has paid incentives under the Programs must remain operating and in their original location (or a mutually agreed location served by Liberty) for the term of this Agreement and must be replaced with EEMs of equal or better efficiency if they fail. For example, customer shall replace burned-out lighting with equal or more efficient lighting, or shall replace a failed hot water heater with one of equal or higher efficiency. Liberty reserves the right to inspect for compliance of this provision or of any other provision of this Agreement.
14. If the Customer has any outstanding overdue balances due and owing to Liberty, Liberty may withhold the incentive, at Liberty's option, and apply the incentive to those debts.
15. Unless the Customer objects in writing at the time of submitting an application, Liberty may publicize the fact of the Customer's participation in the Program, the results, the amount of incentives paid to the Customer, and any other information which reasonably relates to the Customer's participation.
16. Liberty's liability under this Agreement will be limited to paying the approved incentives. Liberty and any of its affiliates shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program.
17. LIBERTY IS NOT A MERCHANT IN EEMs. ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BETWEEN LIBERTY AND CUSTOMER. THE CUSTOMER SHALL LOOK TO THE MANUFACTURER, VENDOR, AND/OR INSTALLER FOR COPIES AND ENFORCEMENT OF ANY WARRANTIES OR GUARANTEES.
18. Liberty does not endorse, guarantee, or warrant any particular manufacturer, vendor, contractor, or product, and Liberty provides no warranties, expressed or implied, for any product or services.
19. Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.
20. The Customer acknowledges that neither Liberty nor any of its consultants are responsible for assuring that the design, engineering, and construction of the Facility or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. Liberty does not make any representations of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures.
21. Taxes. The benefits conferred on the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. Liberty is not responsible for the payment of any such taxes.
22. A breach of this Agreement will not be a cause for disconnection of a Customer's utility service.
23. This Agreement shall only be amended by a written document signed by Customer and Liberty.
24. To the fullest extent allowed by law, Liberty's aggregate liability, regardless of the number of claims, shall be limited to paying approved incentives in accordance with these Terms and Conditions and the Program Materials. Liberty and its respective contractors, officers, directors, employees, agents, and representatives shall not be liable to the Customer or any other party for any other obligation, including but not limited to any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement.
25. To the fullest extent allowed by law, the Customer waives and releases the Program Administrator ("PA" includes implementation contractors (such as RISE and Franklin Energy)) and its affiliates from all obligations (other than payment of an incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Programs, or these Terms and Conditions.
26. The Customer shall indemnify, defend, and hold harmless Liberty, and Liberty's respective contractors, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity provision, arising out of, resulting from, or related to the Programs or the performance of any services or other work in connection with the Programs, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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