

**MA/NH Application for CONNECTEDSOLUTIONS for Commercial and Industrial Customers**

**ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION**

COMPANY NAME (Customer)		CONTACT PERSON		ELECTRIC ACCOUNT NUMBER	
PHONE		EMAIL ADDRESS		UTILITY	
CURTAILMENT SITE STREET ADDRESS		CITY		STATE	ZIP

**CURTAILMENT SERVICE PROVIDER INFORMATION**

CURTAILMENT SERVICE PROVIDER				
IF OTHER: CURTAILMENT SERVICE PROVIDER CONTACT INFORMATION			CURTAILMENT SERVICE PROVIDER TAX ID# *	

**CUSTOMER / ACCOUNT HOLDER CURTAILMENT COMMITMENT**

CURTAILMENT COMMITMENT	IF USING BATTERY STORAGE, BATTERY CAPACITY	CO-PARTICIPATING IN ISO-NE FCM
	kWh	<input type="checkbox"/> YES <input type="checkbox"/> NO
PRIMARY TECHNOLOGY USED TO CURTAIL	<input type="checkbox"/> HVAC <input type="checkbox"/> LIGHTING <input type="checkbox"/> PROCESS <input type="checkbox"/> BATTERY STORAGE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> GENERATOR (NH Only), Fuel _____	

**CUSTOMER ACCEPTANCE OF TERMS AND CONDITIONS**

I CERTIFY THAT ALL STATEMENTS MADE IN THE APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS FORM.

DATE	PRINT NAME: CUSTOMER	AUTHORIZED SIGNATURE
		X
DATE	PRINT NAME: UTILITY	AUTHORIZED SIGNATURE
		X



## TERMS AND CONDITIONS

### 1. Agreement (Application), Term of Agreement, and Definition of “Utility”

This Agreement (Application) shall take effect as of the date signed by both parties for an initial term of one (1) year and thereafter shall automatically renew itself annually for additional one (1) year terms unless either party notifies the other party in writing of its intention to terminate the Agreement not less than sixty (60) days prior to the expiration of the then-current term. “Utility” herein refers to Fitchburg, Gas, and Electric Light Company for Massachusetts Unitil customers, Unitil Energy Systems, Inc. for New Hampshire Unitil customers.

### Incentives

Subject to these Terms & Conditions and the Offering Materials for ConnectedSolutions for Commercial / Industrial Customers (“Materials”), Utility will pay Incentives to the Customer/Curtailment Service Providers (“CSPs”). See the “Materials.”

### 2. Definitions

- a) “CSP” the Curtailment Service Provider that contracts with the Customers to provide Program advice and performance data tracking, and interfaces with the Utility in regards to submitting data, calculating the incentive, and makes payment or requests payment from the Utility of the incentive to be paid to Customers.
- b) “Customer” means the commercial and industrial (“C&I”) customer maintaining an active account for service with Utility’s electric distribution system in Massachusetts or New Hampshire corresponding to the site of the DRMs.
- c) “DRMs” are those demand reduction measures described in the Program Materials also including other customized measures. “DRM” would indicate one measure.
- d) “Facility” means the Customer location served by Utility where DRMs are to be implemented.
- e) “Incentives” means those payments made by Utility to CSP pursuant to the Materials and these Terms and Conditions. Incentives may also be referred to as “Rebate”. CSP/CSP will make payments to the customers.
- f) “Materials” means the documents and information provided by Utility specifying the qualifying DRMs, CSPs, technology requirements, incentives, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms. The Materials, which may change from time to time, apply to all Utility Customer(s).
- g) “Program” means the DRMs offered by Utility to Customers with the program name being “ConnectedSolutions for Commercial and Industrial Customers.”

### 3. Application Process and Requirement for Utility Approval

- a) The Customer or their designated CSP shall submit a completed application in the form specified by Utility. A completed application must include the agreement between the CSP and the Customer.
- b) Utility reserves the right to approve or disapprove of any application or proposed DRMs.

### 4. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- a) The annual program incentive amounts will be shown in the Materials, which will be posted at [www.unitil.com](http://www.unitil.com), [nhsaves.com](http://nhsaves.com), and [masssave.com](http://masssave.com).
- b) Utility shall not be obligated to pay the Incentive amount until all the following conditions are met:
  - (1) Utility approves the Customer’s application;
  - (2) all applicable permits, licenses and inspections have been obtained by Customer;
- c) Upon Utility’s written request, Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and then current Program Materials; and
- d) Utility shall use commercially reasonable efforts to pay the Incentive amount within sixty (60) days after the end of the Program season.

### 5. Program/Terms and Conditions Changes

Unitil reserves the right, for any reason, to withhold approval of projects and any DRMs, and to cancel or alter the Program, the Materials and/or these Terms and Conditions at any time without notice. Approved applications will be processed under these Terms and Conditions and the Program Materials in effect at the time of the application approval by Utility, however, Customer and CSP must comply with any changes to the Program Materials, which can change at Utility’s discretion.

## 6. Publicity of Customer Participation

The Customer grants to Utility the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the DRMs and the energy savings and/or demand reduction, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

## 7. Indemnification and Limitation of the Utility's Liability

Customer shall indemnify, defend and hold harmless Utility, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), 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. To the fullest extent allowed by law, Utility'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, and Utility and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Utility and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the DRMs, the performance of the DRMs, the Program, or these Terms and Conditions.

## 8. No Warranties or Representations by Utility

- a) UTILITY DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND UTILITY MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF UNITIL AND UNITIL MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY of UNITIL's OTHER DOCUMENTS.
- b) Neither Utility nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the DRMs is proper or complies with any particular laws, codes, or industry standards. Utility does not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the DRMs or the adequacy or safety of the DRMs.
- c) Customer and/or their designated CSP acknowledge and agree that they are responsible directly based on its own judgment or indirectly-based on the advice of an independent expert, not Utility, for all aspects of the DRMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and/or their designated CSP and that the same is properly installed and suitable for Customer's and/or CSP's purposes; and determining if work was properly performed. This includes the purchase and installation of any metering necessary to participate in this program.
- d) Customer and/or their designated CSP agree and acknowledge that Utility is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- e) The provisions of this Section 9 shall survive the termination, cancellation or completion of the Customer's or their designated CSP's participation in the Program.



### **9. Equipment, Contractor Selection and Contracting**

Customer and/or their designated CSP is responsible for selecting and contracting with design and installation contractor(s). The Customer and/or their CSP shall be responsible for enforcing all such contracts and for assuring that the DRMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer and CSP acknowledge that the Utility reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. Utility also has the right to exclude certain equipment from the Program.

### **10. Removal of Equipment**

The Customer agrees, as a condition of participation in the Program, to properly remove and dispose of or recycle any equipment and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the State of New Hampshire or the Commonwealth of Massachusetts, and assumes all risk and liability associated with the reuse and disposal thereof.

### **11. Energy and Demand Reduction Benefits**

Utility is entitled to 100% of the benefits & rights associated with the DRMs. However, for the Program, Utility agrees to waive or transfer ownership rights to the Customer or their designated CSP for the ISO New England forward capacity market (FCM) annual and monthly capacity supply obligation (CSO).

### **12. Customer and CSP Must Declare and Pay All Taxes**

The benefits conferred upon the Customer and/or their CSP 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 assessed to the Customer. The CSP is responsible for declaring and paying all such taxes assessed to CSP. Utility is not responsible for the payment of any such taxes.

### **13. Publicity of Customer Participation.**

The Customer grants to Utility the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, DRMs installed, and incentive amounts, and (b) any photographs taken of Customer, DRMs, or Facility in connection with the Program, in any medium now here or hereafter known.

### **15. Sharing Customer Data**

By signing this form, the Customer authorizes Utility to share the Customer's data related to the Program with the Customer's CSP. This information includes but is not limited to the Customer's utility meter data and the Customer's performance in demand response events. The Customer also authorizes Utility to share the Customer's data upon request of a Massachusetts and/or New Hampshire legislative and/or regulatory body of competent jurisdiction to such body corresponding to the Customer's site address and location of DRMs.

The Customer also authorizes Utility to share the Customer's data upon request of the Massachusetts Department of Energy Resources if the DRMs are located in Massachusetts and the New Hampshire Department of Energy if the DRMs are located in New Hampshire.

### **16. Counterpart Execution; Scanned Copy**

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven. In certain circumstances as determined by Utility, Utility and/or Customer may execute this document via an electronic signature.

**17. Miscellaneous**

- a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts or the State of New Hampshire depending on the site address of the participating Customer's facility and DRMs at issue.
- d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Utility Materials unless such modification or amendment is in writing and signed (or accepted by posting) by a duly authorized employee or contractor of Utility.
- f) The provisions of Sections 5, 5, 6, 7, 8, 9, 10, 11, 13, 12 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.