

# Project Sponsor and Customer Agreement

*This document is only required for Project Sponsors (energy efficiency service providers) submitting a SOP Application on behalf of an AEP distribution customer. Please list each customer site.*

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location/Site (list all sites): \_\_\_\_\_

Estimated: \_\_\_\_\_ Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

1. Customer agrees to provide AEP, upon five (5) business days' prior oral notice, full and complete access to the project site for any purpose related to the Commercial 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 that any view, inspection, or acceptance by AEP of the project site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of AEP and that, in performing any such inspection or review or in accepting the measures, AEP 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 that the Project Sponsor is an independent contractor with respect to AEP and the Commercial Standard Offer Program and that the Project Sponsor is not authorized to make representations or incur obligations on behalf of AEP.
4. A Customer acknowledgement that AEP is not a party to the Customer Agreement and that the Project Sponsor is solely responsible for performance thereunder.
5. A Customer acknowledgement that AEP makes no warranty or representation regarding the qualifications of the Project Sponsor, and that the Customer is solely responsible for the selection of the Project Sponsor.
6. A Customer acknowledgement that the Customer may file a complaint with the Public Utility Commission of Texas concerning the Project Sponsor, but that AEP will play no role in resolving any disputes that arise between the Customer and the Project Sponsor.
7. A Customer agreement to release AEP from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of AEP, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability, or violation of law or regulation as may be caused by the active negligence or willful misconduct of AEP, and resulting from its acceptance of the project for participation in the Commercial Standard Offer Program.

## Customer Representative

## Project Sponsor Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_