



MA/NH Application for CONNECTEDSOLUTIONS for Commercial and Industrial Customers

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

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

CURTAILMENT SERVICE PROVIDER INFORMATION

CURTAILMENT SERVICE PROVIDER	<input type="checkbox"/> CPOWER	<input type="checkbox"/> OTHER
IF OTHER: CURTAILMENT SERVICE PROVIDER CONTACT INFORMATION	CURTAILMENT SERVICE PROVIDER TAX ID# *	

CUSTOMER / ACCOUNT HOLDER CURTAILMENT COMMITMENT

CURTAILMENT COMMITMENT	USING GENERATOR FOR CURTAILMENT	CO-PARTICIPATING IN ISO-NE FCM
kw	<input type="checkbox"/> NO <input type="checkbox"/> YES: NATURAL GAS	<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"/> OTHER	
FOR OTHER, LIST HERE:		

CUSTOMER ACCEPTANCE OF TERMS

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 ON THE BACK OF THIS FORM.

DATE	PRINT NAME Customer:	AUTHORIZED SIGNATURE X
DATE	PRINT NAME Unitil:	AUTHORIZED SIGNATURE X

*send W9 with this application to Unitil.

Include below other sites participating in this Program. Include name of the facility, address, electric account number, and curtailment commitment and/or any other comments.

TERMS AND CONDITIONS

1. This **Agreement** 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.

2. Incentives

Subject to these Terms & Conditions, Unitil will pay Incentives to the Customer/Curtailment Service Providers (“CSPs”) based on curtailment performance.

3. Definitions

- a) “Customer” means the commercial and industrial (“C&I”) customer maintaining an active account for service with Unitil’s electric distribution system.
- b) “DRM” are demand reduction measures described in the Program Materials. The Program Materials are those used in Unitil’s Service Territories in Massachusetts and New Hampshire, which may change from time to time.
- c) “Facility” means the Customer location served by Unitil where DRMs are to be implemented.
- d) “Incentives” means those payments made by Unitil to Curtailment Service Providers pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as “Rebate”. CSPs will make payments to customers.
- e) “Program” means the DRMs offered by Unitil to Customers.
- f) “Program Materials” means the documents and information provided by Unitil specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms. The program materials will be those used in.

4. Application Process and Requirement for Unitil Approval

a) The Customer or their designated vendor shall submit a completed application in the form specified by Unitil. A completed application must include the agreement between the CSP and the Customer.

b) Unitil reserves the right to approve or disapprove of any application or proposed DRMs.

5. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

a) The incentive amount will be shown in the Program Materials, which will be posted at www.unitil.com. Incentives for MA and NH may be different in any given year.

b) Unitil shall not be obligated to pay the Incentive amount until all the following conditions are met:

(1) Unitil approves Customer’s application

(2) all applicable permits, licenses and inspections have been obtained by Customer,

c) Upon Unitil’s written request, Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and Program requirements.

d) Unitil shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the end of the program season.

6. 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, at any time without notice. Approved applications will be processed under these Terms and Conditions and Program Materials in effect at the time of the application approved by Unitil, however, Customer and CSP must comply with any updates of the Program Materials, which may change from time to time.

7. Publicity of Customer Participation

The Customer grants to Unitil the right to use and reference for promotional and regulatory purposes the Customer’s participation in the Program, the details of the DRM project 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.

8. Indemnification and Limitation of the Unitil’s Liability

Customer shall indemnify, defend and hold harmless Unitil, 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, the Unitil’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 Unitil 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 Unitil 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.

9. No Warranties or Representations by Unitil

a) UNITIL DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND UNITIL 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 Unitil 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. Unitil 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 vendor acknowledge and agree that they are responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not Unitil) 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 vendor 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 Unitil 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.

10. Equipment, Contractor Selection and Contracting

Customer and/or their designated CSP is responsible for selecting and contracting with design and installation contractor(s). The 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 Unitil reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. Unitil also has the right to exclude certain equipment from the Program.

11. Removal of Equipment

The Customer and/or their CSP agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The Customer or their CSP 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.

12. Energy and Demand Reduction Benefits

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

13. 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 Customer. CSP is responsible for declaring and paying all such taxes assessed to CSP. Unitil is not responsible for the payment of any such taxes.

14. 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 Unitil, Unitil and/or Customer may execute this document via an electronic signature.

15. 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 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 Program Materials unless such modification or amendment is in writing and signed by a duly authorized employee or contractor of Unitil.
- f) The provisions of Sections 6, 7, 8, 9, 10, 11, 12, 13 and 13 (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.