

UNITIL Terms and Conditions for New Hampshire

Commercial and Industrial Gas and Electric Energy Efficiency Rebate Programs

This Agreement entered into by and between Unitil Energy Services, Inc. and Northern Utilities, Inc. and their successors or assigns (“Unitil”), New Hampshire corporations having their principle place of business in Hampton, New Hampshire, and the Customer as identified on the front of the rebate application (herein referred to as “Customer.”) Execution of the rebate application shall constitute acceptance of these Terms and Conditions.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Customer and Unitil agree that the Customer’s participation in Unitil’s Commercial and Industrial Energy Efficiency Rebate Programs (herein referred to as “Program(s) or the Program(s)”) shall be subject to the following terms and conditions.

1. No Energy Efficiency Measures (herein referred to as “EEMs”) will be deemed eligible for a rebate payment under Unitil’s Programs unless they are identified in the rebate application and have met the Programs acceptance criteria as evidenced by an offer on the rebate application signed by the Customer and Unitil.
2. All rebates are contingent upon continued approval of the Programs by the NH Public Utilities Commission and the authorization to recover said amounts from sources such as the System Benefits Charge, the Forward Capacity Market, and/or the Energy Efficiency Fund (RGGI) and the availability of rebate funds in that program for that year. The rebate amount cannot exceed the total project cost.
3. If the Customer, its employees, agent, or contractor installs all EEMs as identified in the rebate application, the Customer will be eligible for a rebate payment as listed on the rebate application.
4. This payment will be made to the Customer after the project is installed and verified by Unitil and/or Unitil’s Quality Assurance Contractor. The EEMs must be installed, inspected, and accepted by Unitil before the “Completion Date” on the front of the rebate application. Payment will be made within 60 days of said verification and after Unitil has received an executed copy of the rebate application and all applicable invoices.
5. In consideration of the rebate payment described herein, the Customer agrees to:
 - a) With respect to electric EEMs, remain interconnected with the electric distribution system and remain a customer of Unitil 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.
 - b) With respect to natural gas EEMs, remain interconnected with the natural gas delivery system and remain a customer of Unitil for the purpose of (at least) delivery 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.
6. EEMs for which Unitil has provided monetary rebates under the Programs must remain operating and in their original location (or a mutually agreed upon location

served by Unutil) for the term of this Agreement. Unutil reserves the right to inspect for the compliance of this provision or any other provision of these Terms and Conditions during the term of this Agreement.

7. Should the Customer breach the terms of Article 5 or 6, above, the Customer agrees to pay damages to Unutil equal to the full rebate amount within 60 days of Unutil's demand for said 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 Unutil would suffer as a result of the Customer's failure to comply with the terms of this Agreement.
8. If the Customer breaches any of the terms of this Agreement, the Customer shall also pay to Unutil all of its costs incurred in connection with the EEMs and/or this Agreement, including without limitation, installation, repair or replacement, administration, product subsidy and costs of collection, including attorney fees and expenses.
9. The term of this Agreement is the period of time commencing with the date on which Unutil offers this rebate by delivering a rebate application and ending three (3) years after the Customer receives the rebate payment.
10. In the event that the Customer has any outstanding (overdue) balances due and owing to Unutil, the rebate may be assigned at the customer's option to be used to offset such outstanding debt(s).
11. The rights and obligations in this Agreement shall be binding upon any lessees, assigns, and future owners of those facilities at the Customer's Project site. The Customer agrees to include the restrictions contained in this Agreement in leases, purchase and sales agreements, contracts or other similar documents relating to the use and ownership of the facilities at the project site.
12. Unutil does not guarantee or warrant any energy and/or demand performance results to be achieved by the EEMs. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, or weather changes, all may impact the Customer's future energy use and cause actual savings to vary from estimated savings.
13. The Customer agrees to allow Unutil to perform an on-site evaluation of the installed EEMs as part of the Programs evaluation. This evaluation is strictly for informational purposes in order to determine the EEMs real and long-term savings. The evaluation will not alter the rebate amount in any way and the results will be treated confidentially by Unutil.
14. Unutil does not qualify, endorse, guarantee, nor warrant any particular manufacturer, product, or contractor/installer and provides no warranties, expressed or implied, for any product or services.
15. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, or manufacturers.
16. The Customer, as a condition of participation, 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 letter of Agreement, in accordance with all laws, rules and regulation. The Customer assumes all risk and liability associated with said wastes, hazardous or otherwise, and equipment, machinery or

devices. The Customer must also agree to not install any of the replaced equipment or to sell this equipment for installation.

17. The Customer shall indemnify, defend and hold harmless Unitil, and its 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 Programs or the performance of any services or other work in connection with the Programs ("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.
18. To the fullest extent allowed by law, Unitil's aggregate liability, regardless of the number of claims, shall be limited to paying approved rebates in accordance with these Terms and Conditions and the Program Materials. Unitil 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. To the fullest extent allowed by law and as part of the consideration for participation in the Programs, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a rebate), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Programs, or these Terms and Conditions.
19. The actions, comments, or written materials of Unitil shall in no way be considered (i) tax advice; or (ii) advice on grants or incentives not administered by Unitil. Customer should consult the proper advisor for qualification determination. The benefits conferred upon 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. Unitil is not responsible for the payment of any such taxes.
20. A breach of this Agreement will not be a cause for disconnection of a Customer's utility service.
21. Miscellaneous
 - a. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
 - b. Customer and Unitil agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
 - c. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

- d. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect in accordance with their terms.
- e. The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Unitil as well as Customer and Unitil.
- f. Paragraph headings, paragraph numbering, and other headings are for information only and are not made a part of this Agreement.
- g. This Agreement sets forth the entire agreement between Customer and Unitil. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between Customer and Unitil will be binding on Customer and Unitil.
- h. This Agreement may be executed in two or more counterparts each of which shall constitute an original but all of which taken together shall constitute one in the same instrument.

To participate in the Programs, a duly authorized representative of the Customer must execute the rebate application and return it to Unitil. A signed copy of the fully executed rebate application will be returned to the Customer.