



Energy Smart Design Office Sample Participation Agreement

This agreement is entered into on (date) between (utility), hereinafter “Utility” and (customer), the owner or legally authorized representative of the new commercial office building described below, hereinafter “customer.”

(Customer) is a commercial customer and is the owner or a representative authorized to approve design changes/energy-efficiency improvements for the new facility at (address).

Utility and customer agree as follows:

1. Customer plans to install the full EnergySmart Office Package of energy-efficiency measures within the facility at the above-described location.
2. Customer will assume full responsibility for the design and installation of equipment related to energy-efficiency measures and will be solely responsible for the quality, performance and durability of the equipment.
3. Customer agrees to obtain permits and comply with all applicable federal, state and local codes and requirements in the installation of prescribed measures.
4. Customer will provide documentation certifying that the EnergySmart Office Package of energy-efficiency measures was installed and commissioned as specified.
5. Utility will provide financial incentives upon receipt of required documentation.
6. Customer understands that Utility makes no warranties as to the actual energy or cost savings or any other expressed or implied warranty concerning the design or construction of the energy-efficiency measures.
7. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold harmless utility and its officers and employees from all claims, loss, damages or litigation that are the result of personal injury, death or property damage arising from, or in connection with, the performance of the agreement herein unless said liability is occasioned by the sole or partial negligence of utility.
8. Customer agrees to assist utility in evaluating the benefits of the program. This may include follow-up site visits at the facility and the release of utility bills and other information pertinent to the performance of the installed measures.

The installation of the EnergySmart Office Package of measures shall be completed by (date).
If installation is not completed by this date, this agreement shall terminate unless otherwise mutually
agreed to in writing. By signature below, the undersigned hereby acknowledges that he/she is the
building owner or legally authorized representative.

Customer (Building Owner or Legally Authorized Representative)

Name & Title: _____

Signature: _____

Date: _____

Make Check Payable To: _____

Mail Check To: _____

Participating Utility Representative

Name & Title: _____

Utility Name: _____

Signature: _____

Date: _____