

Participation Agreement

Entergy Texas is committed to providing leadership by assisting its partners in developing and implementing strategies to address rising energy costs. We are proud to offer the Entergy Solutions Program, which is available to select Entergy Texas electric commercial customers.

Both cash and non-cash incentives are available for implementing energy efficiency improvements during the program year. These incentives are available for qualifying measures that reduce peak electric demand installed in new construction and retrofit projects. Entergy Texas has contracted with CLEAResult Consulting Inc. (“CLEAResult”) to implement, promote and administer the program.

The Participation Agreement is to confirm that _____ (herein referred to as the “Partner” or “Customer”) is participating in the Entergy Solutions Program (the “Program”).

Voluntary involvement

This Program is voluntary, and although I am not required to take any specific action, it is my intent to take advantage of one or more of the Program offerings. I understand that the Partner may terminate this Participation Agreement at any time, without penalty, by providing written notice to CLEAResult at enterygtx@clearesult.com. I also understand that the Partner will automatically be re-enrolled in the new Program year if the Partner has not terminated this Participation Agreement and the Partner continues to qualify for the Program.

Oversubscription

The incentives (cash and non-cash) offered through this Program are limited. If more Entergy Texas Partner projects are submitted than program budgets can accommodate, the incentives will be awarded on a first-come, first-served basis, determined by available program funding. Decisions regarding approval of incentives offered under this Program are solely within the responsibility of Entergy Texas.

Program exclusivity

For the specific facilities and projects identified in the Entergy Solutions Program, the Partner will not participate in other energy efficiency programs sponsored by Entergy Texas within the same calendar year, with the exception of the Entergy Texas Load Management Program.

Program promotion

Partner will allow Entergy Texas and CLEAResult to use Partner’s name to promote participation in the Program to entities such as potential Program partners, utilities, federal, state or local entities, and the general public.

Principles of agreement

I understand that to receive the benefits from the Program, I need to ensure that Partner completes the following steps:

Opportunity Assessment

The Opportunity Assessment (OPA) is a tool used to identify the energy efficiency of buildings or operations; if chosen, I will collaborate with CLEAResult to identify opportunities for the Partner. I may use any means I choose to identify the opportunities, and this Program can provide assistance at my request. I may also submit any energy assessments that were completed prior to the date of this Participation Agreement. Entergy Texas and CLEAResult do not endorse or require the use of any specific assessment provider. Entergy Texas, the Program and/or CLEAResult are not responsible for the assessment in any way.

Pre-installation inspection

In order to receive any cash incentives offered under this Program, I need to collaborate with CLEAResult to permit a pre-installation inspection and provide other verifying project information, including pictures, plans, submittals, savings summaries and invoices, before installing the energy conservation measure(s). I may complete the project(s) without any communication or approval from CLEAResult if the Partner does not want to receive the incentives offered under this Program.

Project selection & program funds reservation

If I want to proceed with the energy improvement project(s) identified in the OPA, cash incentives from this Program will be reserved through a savings statement. The minimum project size is 10 kW.

Project installation

After a pre-installation inspection, the Partner may install the efficiency project(s) utilizing any means or provider they choose. Entergy Texas and CLEAResult will not sell, provide and/or warrant any materials or installation services for the project(s).

Submit documentation

Partner agrees to submit to CLEAResult a copy of the original invoice for equipment cost, labor and other costs associated with the project. If Partner uses internal labor and is therefore not invoiced for labor, Partner will submit to CLEAResult a copy of the equipment invoice and an estimate of internal labor spent. CLEAResult can assist you, upon request, in determining the cost.

Post-installation inspection

In order to receive cash incentives from this Program, I need to collaborate with CLEAResult to permit a post-installation inspection and/or provide other verifying information after installing the project(s). Partner or contractor must communicate to CLEAResult or Entergy Texas on any scope of work changes BEFORE post inspection is scheduled. Any changes may affect estimated energy savings and cash incentives. The Program will pay monetary incentives to Partner or contractor, as discussed in program materials, for eligible energy efficiency savings achieved by projects that are completed no later than November 15 of each program year.

Payment of cash incentives

Following project completion and energy reduction verification, Entergy Texas will issue a check to the Partner or contractor for the cash incentive. The amount of the incentive will be based upon the verified, qualifying measures completed. Incentive funds are limited to a Program budget. If the Program's budget is fully reserved, projects will be placed on a waitlist and will be reviewed based on the date received, as program funds become available. Partner acknowledges that projects that receive monetary incentives in the Program would not have been accomplished, or would have been completed with less efficient equipment, except for the incentives and other services provided by this Program.

Acceptance of agreement

By signing, you acknowledge and agree that you are authorized to accept this Participation Agreement and the attached Standard Terms and Conditions for Participating Customers on behalf of the Partner.

Entergy Solutions partner

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Entergy Account #: _____

Entergy Texas

Signature: _____

Date: _____

Mark Delavan

Program Manager

Entergy Texas

2107 Research Forest Dr., 4th Floor

The Woodlands, TX 77380

Please identify one individual from the administrative/facilities/energy management department who will be the main point of contact while working with the Entergy Solutions Program.

Approved point of contact

Name (Mr./Ms./Dr.): _____

Phone: _____

Organization: _____

Fax: _____

Address: _____

Email: _____

Title: _____

Please sign and mail, email or fax to:

Entergy Texas

ATTN: Entergy Solutions Team

2107 Research Forest Dr., 4th Floor, The Woodlands, TX 77380

Phone: 281-297-2214

Fax: 281-297-2237

Email: enterytx@clearesult.com

Specific steps will vary according to the needs of the project. CLEAResult is the implementation contractor for the Entergy Texas Commercial Solutions Program.

