



Direct Install Program for Government and Non-Profit Facilities and Small Businesses located in UEZs

Customer Audit Access Agreement with Attachment A: Owner Consent to Conduct Audit

Government/Non-Profit/Small Business Facility Name

Contact Name

Street

Floor/Apt

Municipality

Zip Code

Facility Phone

Cell Phone

PSE&G Account Number

Type of Facility

Municipal/State/Federal

Non-Profit

Small Business located in a UEZ

NAICS Code*

*The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

Primary Building Use, NAICS description

Billing Information

Same as Installation Address

Owner

Tenant (owner permission required – see attached)

Bill to: Name

Street

Floor/Apt

Municipality

Zip Code

Account Number

PSE&G is offering an energy conservation program (the “Program”) to customers in its electric and/or gas service territory that are government, qualified non-profit entities or small businesses located in Urban Enterprise Zones (UEZs) with annual peak demands equal to or less than 200 kW. Customer is the Company’s customer of record, i.e., the PSE&G electric and/or gas account holder. Under the Program, Company is arranging the installation of certain energy conservation measures (“ECMs”) at the facilities of eligible customers. Upon acceptance of the “Energy Efficiency Upgrade Proposal” by Customer, the work to be performed thereunder will be deemed the “Project.”

This Customer Audit Access Agreement is entered into by [insert Customer name] (the “Customer”) for the benefit of Public Service Electric and Gas Company (the “Company” or “PSE&G”), each individually referred to as a “Party” and collectively referred to as the “Parties” in accordance with the following:

- A. Customer desires for Company to perform a “walk through” energy audit (the “Audit”) at Customer’s facility (the “Facility”) to determine whether Customer may benefit from participating in the Program.
- B. Customer shall authorize and permit Company or its designee to enter the Facility to conduct the Audit subject to the terms and conditions below:
 1. Customer hereby grants Company or its designee reasonable access to the Facility to perform the Audit at such date and time as the Parties shall mutually agree. The Audit shall be performed at no cost to Customer. In the event that Customer is not the owner of the Facility, Customer will obtain the consent of the owner as set forth in Attachment A - Owner Consent to Conduct Audit.
 2. The Audit results will identify whether the Facility may be suitable any energy saving upgrades to lighting, refrigeration and/or heating/ventilation/air conditioning. Company does not promise that the Audit will identify any or all energy savings measures that may be suitable for the Facility. Company does not warrant that, if Customer agrees to implement the recommendations of the Audit, Customer will realize energy savings. The information provided in the “Energy Efficiency Upgrade Proposal” is for informational purposes only and Customer’s actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.
 3. Customer agrees to indemnify, defend, and hold harmless Company, its employees and designees (each an “Indemnified Person”) from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorney fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from this Agreement except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
 4. Customer agrees that (i) it possesses all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organizational documents; (iii) this Agreement has been duly executed and delivered; and (iv) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer.
 5. **Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Agreement.**
 6. Customer agrees that this Agreement constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements with respect to the subject matter hereof. This Agreement shall not be amended except in writing signed by duly authorized representatives of both Parties.
 7. PSE&G shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without Customer’s prior written consent. Customer shall consider all information furnished by PSE&G to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without PSE&G’s prior

written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection. Customer expressly understands and agrees that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information (“Regulatory Reporting”) as well as to prepare and submit to New Jersey regulators a Program evaluation report (the “Program Evaluation Report”). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the ECMs implemented by each Program participant and the energy and cost savings estimates for each Project.

8. PSE&G may participate in the PJM Capacity Market* through the demand reductions achieved by the ECMs installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation to Customer. PSE&G’s ownership of the Project’s demand reductions does not affect Customer’s ownership of the ECMs nor the energy savings derived from the ECMs.

*PJM Capacity Market. PJM Interconnection is the regional transmission operator that coordinates the movement of wholesale electricity in all or parts of 13 states including New Jersey. PJM operates a competitive wholesale electricity market and manages the high-voltage electricity grid to ensure reliability for more than 61 million people. PJM holds regular capacity auctions to ensure there is sufficient generating capacity available to meet customer needs. Load reductions from ECMs are allowed to participate in these auctions as ‘negative’ generation.

As required by PJM, PSE&G reserves the right to perform measurement and verification (“M&V”) at all participating facilities. PSE&G M&V activities at the Facility may, in PSE&G’s sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. PSE&G will notify Customer if an ECM installed at the Facility requires M&V, will inform Customer of the PSE&G M&V activities, and will work with Customer to minimize any adverse effects on Customer’s normal operations. PSE&G, or its subcontractor, may audit the Facility to verify the operation of all installed ECMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. Customer shall cooperate with and support PSE&G’s ownership of the demand reductions as set forth in this Paragraph 8.

9. Customer agrees (A) That the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.
10. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
11. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

Authorized Signature of Customer

Customer Name

Signature

Signatory Name (Print)

Title

Date

PSE&G Program Representative Name

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Attachment A: Owner Consent to Conduct Audit

The undersigned, a duly authorized representative of the owner of the Facility, does hereby:

1. consent to Public Service Electric and Gas Company (or its designee) (the "Company") to enter the Facility to conduct a free energy audit ("Audit"),
2. acknowledge that the purpose of the Audit is to identify potential measures that, if implemented, may result in energy savings to the owner or tenant occupying the Facility, and in consideration thereof, does further
3. agree to indemnify, defend, and hold harmless Company or its designee from all claims arising under or pursuant to the Audit.

The tenant (Customer) at the location described below will be billed for any project constructed under this Program.

Tenant (customer) Name

Facility Name

Facility Street Address

City

State

Zip Code

Date

Owner Name

Owner Signature

Owner Signatory Name (Print)

Owner Address

City

State

Zip Code

Owner Phone

PSE&G Program Representative Name