



Customer Information

Company Name: _____ Phone: _____
Contact Person: _____ Fax: _____
Address: _____ City: _____ Zip _____
Mailing Address (if different): _____ City: _____ Zip _____
Account Number (or copy of NSTAR bill): _____ Federal ID#: _____
Email Address: _____ Sq. Ft. Covered By Application: _____

Primary Use

Restaurant Hotel/Motel Elementary/High School Grocery Warehouse Multi-family Retail
University/College Health Facility Industrial/Manufacturing Office Other: _____ Total Sq. Ft.: _____

Payment Method

Check (Please circle one: Incorporated, Not Incorporated, Exempt) Account Credit
Check to installer (Must be registered with NSTAR) Company name: _____

Vendor Information

Vendor: _____ Contact: _____ Phone: _____
Address: _____ Email Address: _____

Measure Information

Please review NSTAR's eligibility requirements on the reverse side. Attach invoices, product specification sheets and other relevant documentation to this sheet. Fill in the following table, one line per location (i.e., third floor breakroom).

Type	Description	Incentive
BEVG	Refrigerated Beverage Vending Machines	\$75
SNCK	Non-refrigerated Snack Vending machines	\$30
COOL	Glass Front Refrigerated Coolers	\$75

Control Type	Model Number	Installed Location	Total Number of Controls	Requested Incentive (Total number of controls x incentive)
Total Incentive				\$

Customer Acknowledgement

Expected completion date: _____

Pre-Installation - I certify that all statements made in this 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 the form.

Signature: _____ Name (print): _____ Date: _____

Post-Installation - I certify that I have seen the ECMs that have been installed and I am satisfied with their installation.

Signature: _____ Name (print): _____ Date: _____

ELIGIBILITY REQUIREMENTS

All Vending Machine and Cooler Sensors must be installed on vending/cooler equipment scheduled to remain in the NSTAR service territory for a minimum of 3 years. Only refrigerated beverage vending machines, glass-front refrigerated coolers and non-refrigerated snack vending machines with lighting that containing non-perishable goods and that are installed indoors are eligible.

TERMS AND CONDITIONS

1. Customer Eligibility. The Business Solutions Program is available to all non-residential customers in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.

2. Rebates. Subject to these Terms and Conditions ("T&Cs"), the Company will pay rebates to eligible Customers for the installation of those electric conservation measures ("ECMs") described within this work sheet that are approved by the Company.

3. Authorization, Program Changes, Suspension & Cancellation. The Business Solutions Program and these T&Cs may be changed by the Company at any time without notice. Pre-approved applications will be processed to completion under the T&Cs in effect at the time of the pre-approval by the Company. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation, and the Company's obligation to pay any rebates, will occur only after the Company has signed a copy of the application and granted written authorization for all proposed ECMs, which the Company may approve or disapprove in its sole discretion.

4. Pre-Installation. The Company is not bound to pay any rebates until the Company completes a satisfactory pre-installation survey of the Customer's facilities.

5. Rebate Amounts. The Company reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differs from the preapproved amounts. The Company shall be entitled to a refund for rebates paid if, at any time, it determines that the ECMs were not actually and properly installed or have subsequently been disconnected.

6. Installation Schedule Requirements. If the Customer has not completed installation of the ECMs within 180 days from the pre-approval date, the Company reserves the right, at its complete discretion, to cancel the application.

7. Contractor Selection. The Company has the right to exclude a contractor from participation in this program.

8. Post-Installation Verification. The Company is not bound to pay any rebates until it has performed a satisfactory post-installation verification of the installation, including a verification that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

9. Installation Cost. Prior to the Company's verification of the Customer's installation and at any other time upon the Company's request, the Customer shall give the Company copies of all itemized invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The Company will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

10. Removal of Equipment. The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.

11. Replacement of Failed Equipment. Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.

12. Rebate Payments. The Company expects to pay the rebate within thirty (30) days after satisfactory post installation verification and verification of installation costs. The Customer may direct that rebates be paid directly to the Customer's contractor. The Customer is solely responsible for declaring and paying all taxes applicable to the benefit derived by the Customer from participation in the program.

13. Follow-up Visits. With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.

14. Limitation of Liability. The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.

15. No Warranties. The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

16. Obligations of the Parties. Customer acknowledges that Vendor is not an agent, contractor or subcontractor of the Company, and is an independent contractor engaged by the Customer, and that the Company does not manage or control the Vendor's performance. The Company shall have no liability for Vendor's failure or delay to perform, or for failure of the ECMs to function, or for any personal injury (including death) or property damage caused by Vendor or the ECMs, and Customer agrees to waive and release all claims related to the foregoing against the Company and its affiliates. The company shall have no obligation to perform any of the Vendor's work or to maintain, remove, repair or replace the ECMs.

17. Compliance with Laws. The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of ECMs, including, but not limited to, M.G.L.c. 143, § 3L.

18. Miscellaneous. These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.

19. Energy Benefits. The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.

For NSTAR administrative use only:

Inspections: Pre-Inspection date: _____	Inspector: _____	Project Costs: Labor \$: _____
Post Inspection date: _____	Inspector: _____	Materials \$: _____
Approvals: Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____
Final approval date: _____	Program manager: _____	Final Incentive: _____