



One NSTAR Way - SW360
 Westwood, MA 02090
 Tel:781-441-8592/Fax:781-441-8721
 www.nstar.com



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: _____

Engineer Information

Company Name: _____ Contact Person: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____

Primary Use

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

Program

Construction Solutions Business Solutions Small Business Solutions

Engineering Services Track

Engineering Study Commissioning Comprehensive Design Performance Lighting Metering

End Use (check all that apply)

Lighting HVAC Motor Process Refrigeration Compressed Air
 Variable Speed Drives Energy Management System Other _____

Project Information

Please review NSTAR's project information and deliverable requirements on the reverse side. (Attach a separate typewritten page if necessary).

Briefly describe project: _____

Engineer Acknowledgement

Proposed Engineering Cost: _____

I certify to the company that I will review the measures and calculations proposed in this study. They will be in my professional opinion appropriate for the type and purpose of the facility in which they will be installed. The information contained in this study will be true, accurate and complete to the best of my knowledge.

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

Customer Acknowledgement (pre-approval)

Proposed Customer Contribution: _____

The customers share of the engineering services fee shall be due and payable to the Engineer upon the conclusion of the Engineer's performance of the service. Payment shall be due whether the customer elects to pursue any of the energy savings opportunities identified. 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 this form including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

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

Engineering Services Project Information and Deliverables

At a minimum, for each Energy Conservation Measure (ECM) proposed as part of this application attach documentation with a brief description of:

- ◆ Existing Systems and proposed changes (retrofit)
- ◆ Base case assumptions and proposed system
- ◆ Estimated study cost per task
- ◆ Estimated hours to complete each task and the staff assigned to each task
- ◆ Estimated schedule to complete each task
- ◆ Proposed methodology for analysis
- ◆ Estimated potential energy savings

After approval, Engineer will supply the Company with the following deliverables:

- ◆ Draft report for review & comment (include estimated costs, energy and demand savings by ECM)
- ◆ Final report (both hard copy and electronic copy) upon sign off of Draft Report
- ◆ Electronic copies of all appendices, building simulation outputs and any additional supporting documentation
- ◆ Completed NSTAR Energy Efficiency Program application forms
- ◆ Completed MRD (Minimum Requirements Document)

TERMS AND CONDITIONS

- 1. Customer Eligibility.** The 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 ("the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions (T&Cs), eligible Customers may qualify for rebates from the Company for the installation of those electric conservation measures ("ECMs") described within this Engineering Service Request that are approved by the Company.
- 3. Program Changes, Suspension & Cancellation.** The Program and these T&Cs may be changed by the Company at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms and Conditions 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 can only occur after the Company has signed a copy of the application and granted pre-approval.
- 4. Customer Application and Analysis.** The Company reserves the right to reject or modify any calculations, based on the Company's own analysis.
- 5. Pre-Approval and Pre-Installation** The Company is not bound to pay any potential rebates unless the Company pre-approves the ECMs proposed by the Customer and completes a satisfactory pre-installation survey of the Customer's facilities.
- 6. Authorization.** The Company will have no obligation to pay rebates for any ECMs installed prior to the issuance of the Company's written authorization.
- 7. Limited Scope of Review.** Review of the design and installation of the ECMs is limited solely to determining whether program conditions have been met and shall not constitute an assumption by the Company of any liability with respect to the ECMs.
- 8. Vendor Selection.** The Company has the right not to allow a vendor or contractor to participate in this program.
- 9. 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 laws, rules, and regulations. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
- 10. Review of Specifications, Submittals and Drawings.** The Customer will provide the Company with a copy of the specifications for the construction of the Facility that will be provided to its construction contractors. Such specifications must include the ECMs. The Company may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by the Company, provide a copy of the as-built drawings and equipment submittals for the Facility. The Company may refuse to pay rebates if the final submittals and drawings do not adequately reflect the installation of the ECMs consistent with the original design intent as identified on the Customer application and worksheets.
- 11. Limitation of Liability.** The Company's liability under this agreement will be limited to paying the incentive 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..
- 12. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer 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 of the Facility 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.
- 13. 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.
- 14. 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.
- 15. Miscellaneous.** These Terms and Conditions 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 Terms and Conditions. If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- 16. 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:			
ESA #: _____	Project ID#: _____		
Program:	<input type="checkbox"/> Construction Solutions	<input type="checkbox"/> Business Solutions	<input type="checkbox"/> Small Business Solutions
ProgramTrack:	<input type="checkbox"/> Comprehensive Design	<input type="checkbox"/> Comprehensive Chiller	<input type="checkbox"/> Retro Commissioning <input type="checkbox"/> Eco Efficiency
NEBS:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
DR:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Approval:	Date: _____	Program Manager: _____	Incentive: _____
Comments: _____			