



TNMP is proud to offer the **Commercial Solutions Program**, aimed at improving the energy efficiency of business facilities located within its service territory. TNMP has contracted with CLEAResult to implement the program.

This Participation Agreement confirms that _____, (the “**Partner**”) is a willing participant of this **no-cost** program. This program is designed to help reduce energy bills for their facilities, allow the utilization of operating dollars for other needs, and improve the comfort and usability of their facilities. This Participation Agreement reflects the voluntary collaboration between the Partner and the Commercial Solutions Program and details the commitments of each party in order to produce energy savings. The Program agrees to provide these services at no cost to the Partner, with the understanding that the Partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations.

DESCRIPTION OF COMMITMENTS

The Commercial Solutions Program will help the Partner identify cost-effective energy efficiency improvements that can make facilities less expensive to operate and more comfortable to use. To achieve potential energy savings and facility improvements, the Commercial Solutions Program and Partner have agreed to work together to complete some or all of the following tasks according to the specific needs identified for your organization:

- Identify and assess energy efficiency measures
- Implement energy-efficient operations and maintenance practices and procedures identified during walk-through energy assessments of specific facility/facilities

PRINCIPLES OF AGREEMENT

Specific responsibilities of the Partner and the Commercial Solutions Program in this agreement are listed below.

- Partner will select two contact persons to work with the Commercial Solutions Program throughout the term of the Partnership, including a representative from both the Facilities/Energy Management Department and the Finance/Business Department.
- The Commercial Solutions Program will pay monetary incentives to Partner, as discussed in program materials, for eligible energy efficiency savings achieved by projects that are completed no later than **November 30th** of each program year.
- Partner will submit projects, including necessary supporting documentation for each project, in a timely manner. Program staff can assist Partner in identifying and submitting specific projects for the current program year.

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- Retrofit projects must first pass a pre-installation inspection before retrofit work begins.
- CLEAResult must review construction drawings (in electronic or pdf format) for new construction projects before construction begins.
- Partner may be asked to provide initial project details, including building name and measure type before signing form.
- All savings/incentive estimates are preliminary until projects are complete and post-inspected. TNMP is not obligated to pay more incentives than reserved, even if project results in greater energy savings than originally estimated.
- 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 date received, as program funds become available.
- Partner acknowledges that projects that receive monetary incentives in the Commercial Solutions 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.
- 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. Your Program Representative can assist you in determining the cost.
- Partner will allow the Commercial Solutions Program 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.

ACCEPTANCE OF AGREEMENT

By endorsing below, your organization accepts this agreement with the Commercial Solutions Program, sponsored by TNMP. **This agreement should be signed by your organization's director, manager, or similar and is valid for the life of the program.** Please note that TNMP reserves the right to terminate at any time, with written notice, a partner's participation. *Projects submitted to the Commercial Solutions Program must be completed by **November 30th** of the program year to allow time for post-installation inspections to occur.*

PARTNER

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

CLEAResult

Signature: _____



Josh Campbell
Program Manager
281-902-1155
TNMP@clearesult.com

Date: _____

Please identify one individual from the Facilities/Energy Management Department and one individual from the

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Business/Finance Department who will be the *main points of contact* while working with the Commercial Solutions Program.

FACILITIES/ENERGY MANAGEMENT POINT OF CONTACT:

Name (Mr./Mrs./Dr.): _____ Title: _____
Organization: _____ Phone: _____
Address: _____ Fax: _____
_____ Email: _____

BUSINESS/FINANCE POINT OF CONTACT:

Name (Mr./Mrs./Dr.): _____ Title: _____
Organization: _____ Phone: _____
Address: _____ Fax: _____
_____ Email: _____

Please sign and email to:

CLEAResult

ATTN: TNMP Team

Email: tnmp@clearesult.com

The Commercial Solutions Program is provided by TNMP as part of the company's commitment to reduce energy consumption and demand. CLEAResult implements the Commercial Solutions Program as an independent contractor. For more information, visit TNMPEfficiency.com.

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Standard Terms and Conditions for Participating Partners:

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives and agrees that any EEM received directly will be installed within 90 days of receipt. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner’s permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program; provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
7. **INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.