

## ***Electric Rate Reduction through Smart Thermostat Load Management***

### **Customer Participant Agreement through Smart Thermostat Load Management Pilot Program**

#### **Customer Eligibility Requirements:**

The customer certifies that they have a compatible air conditioner, heat pump or electric furnace in good working order.

The customer agrees to maintain an active connection between their enrolled thermostat(s) through an Internet Service Provider through Wi-Fi connectivity.

The customer agrees to maintain an active electric account in order to keep the thermostat(s) and to continue their discounted rate.

The customer agrees to assist support personnel in resolving connectivity or other issues relevant to the smart thermostat program.

The customer agrees to participate in monthly thermostat controlled events just as they would agree to with traditional load management events.

#### **Control Events:**

The customer agrees to allow ecoBee, in coordination with the Power Agency to adjust the temperature setting up or down up to four degrees from the normal setting, or to temporarily cycle off the unit during monthly control events. A control event should last from two to four hours. The customer should expect normally three to five events in any one month, or more in months with extreme heat or cold. The customer will receive event notifications on the thermostat screen and via email. The customer may opt out of any control event.

**NOTE:** If the customer opts out of EVERY control event in a given month, or they opt out of the monthly peak event twice in a 12 month period, they will forfeit their discount for the months they opt out and may be requested to return the thermostat.

**Program Cost and Customer Compensation:**

The City of Southport agrees to issue up to two ecoBee3 Lite thermostats to the electric customer that the customer may be compliant to receive the applicable load management discount.

The customer agrees to have the thermostat(s) installed at the customer's expense at the customer's electric service location within sixty (60) days after the customer takes possession of the thermostat(s).

**Customer Ownership:**

The customer certifies that he or she is the owner of the premises, or has written permission from the owner to participate in the smart thermostat program.

**Indemnification:**

The customer shall indemnify, defend and hold harmless the Power Agency or ElectriCities, City of Southport their affiliates, contractors, officers, directors, employees, agents, successors, assigns and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of the customer's participation in this agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

**Warranty Disclaimer/Liability:**

Except as expressly stated herein, The City of Southport makes no other representations, warranties or guarantees (including third-party warranties). In no event shall The City of Southport be liable to the customer for any special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with the use of the customer's portal, equipment or participation in this program. To the fullest extent allowed by law and as part of the consideration for participation in this agreement, the customer waives and releases The City of Southport, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns and representatives from all obligations (other than provision of the equipment) and for any and all liability or claims arising in connection with the equipment, the customer portal, or any work or service provided by City of Southport provided resulting customer agrees to look solely to the manufacture of the equipment.

**Agreement for  
Electric Rate Reduction  
Through Smart Thermostat  
Load Management Participation**

*This agreement between the City of Southport and*

\_\_\_\_\_  
*(Customer's Name)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Electric Account Number)*      \_\_\_\_\_  
*(Telephone Number(s))*

*Is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at the  
request of the above named customer*

*Customer requests participation in the following Load Management  
program(s) available from the City.*

*(Please initial next to each program in which you wish to participate):*

\_\_\_\_ *Cycling Air Conditioning*      OR      \_\_\_\_ *Total Air Conditioning*  
\_\_\_\_ *Heat Control* (Heat Pump Emergency or Auxiliary Heat Strips or Geothermal Heat)

*For participation in the above requested program(s), the City agrees to  
charge you at the appropriate Rate from the current City of Southport  
Electric Rate Table.*

*I have read the Customer Eligibility Requirements for "Electric Rate  
Reduction through Smart Thermostat Load Management" and fully  
understand and agree to my responsibilities for participation in this  
program:*

\_\_\_\_\_  
*Customer / Representative signature*      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Date*

ESN: \_\_\_\_\_      ESN: \_\_\_\_\_