

Strategic Energy Management

Customer Participation Agreement

Customer Information		
Customer:	Contact Name:	
Address:		
City:	State:	ZIP Code:
Email:	Office Phone:	Mobile Phone:

Program Overview

The Strategic Energy Management (SEM) offering, administered by implementation contractor CLEAResult, provides technical assistance, information and incentives to eligible commercial, industrial and public sector customers of Commonwealth Edison Company (ComEd). The program is offered on a limited basis.

Program Eligibility

Customer confirms that it is an existing business enterprise that receives electricity distribution services from ComEd. Customer agrees to allow CLEAResult to access energy consumption data provided by ComEd. Customer agrees to provide full and accurate site data upon request.

Enrollment Instructions

Step 1: Complete this Customer Participation Agreement

Step 2: Complete a W-9

Step 3: Email completed Customer Participation Agreement and W-9 to ComEd.SEM@clearesult.com

Customer Agreed and Accepted	
I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers, and certify that the information I have provided is true and correct.	
Signature:	Date:
Name (printed):	Title:

CLEAResult Agreed and Accepted	
Signature:	Date:
Name (printed):	Title:

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Standard Terms and Conditions for Participating Customers

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 ComEd. 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 Illinois Commerce Commission “**ICC**”), ComEd, 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 assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to implement EEM using Program incentives. Customer agrees to allow CLEAResult to access its facilities, energy use and cost information for the purposes of implementing this Agreement. Customer agrees not to use the name or identifying characteristics of ComEd or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that measures completed through other energy efficiency program rebates, incentives or services will not be eligible for SEM program incentives. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by ComEd.
- 2. ELIGIBILITY.** ComEd determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. All accounts that an eligible large private energy customer has chosen to and been approved to opt out of the ComEd Energy Efficiency Program for the period beginning January 1, 2022 may not contribute to or participate in the ComEd Energy Efficiency Program as of January 1, 2022.
- 3. INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by ComEd only if: (a) Customer(s) and implemented measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are implemented in eligible project sites; and (c) measures are implemented at a project site that has not received incentives from any other of ComEd’s energy efficiency programs for the same measure(s). Customer understands that ComEd 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. Ineligible projects include, but are not limited to, fuel switching from electric to gas, on-site electricity generation, replacement of electric equipment with gas-driven equipment, power factor improvement projects, peak-shifting projects without kWh savings and renewables. Customer assumes all responsibility for any taxes that may be imposed on Customer or Customer’s business as the result of incentives paid by ComEd.
- 4. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, ComEd, and third-party evaluators acting under the direction of ComEd, to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting implemented EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, ComEd, and the third-party evaluators, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the time frame 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. Customers are limited to a maximum of \$2,000,000 in total yearly incentives. Customer verifies that all EEM are implemented in accordance with all applicable federal, state and local laws, and manufacturer’s specifications.
- 5. CONFIDENTIALITY.** CLEAResult shall keep Customer non-public information confidential. Only ComEd, the ICC, and the third-party evaluators 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, AND COMED MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, ENERGY SAVINGS OR ANY OTHER ASPECT OF ANY EEM IMPLEMENTED 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 NON-INFRINGEMENT. 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 ICC, COMED 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.** CUSTOMER AGREES TO INDEMNIFY COMED AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY MEASURES IMPLEMENTED, PRODUCTS INSTALLED, OR SERVICES PERFORMED DURING THE INSTALLATION, IMPLEMENTATION, OR MAINTENANCE OF EEM. NEITHER COMED, 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 Illinois 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.