

PROJECT SPONSOR/HOST CUSTOMER AGREEMENT

This Agreement is entered into _____ between
 _____,
 _____ (date) _____ (Project Sponsor)
 _____ and _____,
 _____ (address) _____ (Host Customer) _____ (address)

RECITALS

Project Sponsor is a participant in the Home Energy Services Program (“HES”) developed by Southwestern Public Service (SPS).

Host Customer desires to purchase from the Project Sponsor the installation of energy efficiency measures and/or equipment and the installation thereof that will produce the energy savings for which the HES was developed.

NOW THEREFORE, Project Sponsor and Host Customer agree as follows:

1. Project Sponsor agrees to sell and install and Host Customer agrees to purchase and pay for the energy efficiency measures and/or equipment as described below:

Measures/Equipment to be installed:

Quantity	Description	_____	_____	_____	_____

Cost and Payment Terms:

Equipment and Materials:	
Labor Cost:	
Other:	
Sales Tax:	
Total:	
Payment Terms: (including interest; number of payments; penalties for non- payment; and whether this Agreement may be sold)	

Work Activities:

Start Date: _____

Completion Date: _____

2. Other Terms: _____

3. Project Sponsor warrants that it will install the energy efficiency measure(s) and/or equipment in a professional manner consistent with the prevailing standards practiced by qualified contractors in the area.

4. Host Customer shall have the right to cancel this Agreement at any time and for any reason prior to midnight of the third business day following the date of this Agreement. Host Customer may exercise this right of cancellation by providing the Project Sponsor any written statement that is signed and dated by Host Customer and states Host Customer's intention to cancel this Agreement.

5. Equipment Warranty:

6. Project Sponsor shall provide Host Customer an all bills paid affidavit, in the form attached hereto as Exhibit A, guaranteeing that no mechanics or material mans liens will be placed on Host Customer's property relating to the installation of energy efficiency measures and/or equipment pursuant to this Agreement.

7. Host Customer acknowledges that the Project Sponsor is receiving an incentive paid for through the rates of SPS for the electricity saved by the Host Customer's energy efficiency improvements.

8. Host Customer agrees, upon three (3) days' prior oral notice, to provide an Independent Evaluator access to the Host Customer's property during normal business hours for the purpose of inspecting the installed energy efficiency measures and/or equipment.

9. Host Customer acknowledges that any view, inspection, or acceptance by the Independent Evaluator or SPS of the Host Customer's measure/equipment installation or of the design, construction, installation, operation or maintenance of the measure/equipment is solely for the information of SPS and that, in performing any such inspection or review or in accepting the installed measure/equipment, SPS makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measure/equipment, its installation by Project Sponsor or its compatibility with the Host Customer's facilities.

10. Host Customer acknowledges that Project Sponsor is an independent contractor with respect to SPS and the HES, and that Project Sponsor is not authorized to make representations or incur obligations on behalf of SPS. Host Customer further acknowledges that SPS is not a party to the Host Customer Agreement and that Project Sponsor is solely responsible for performance hereunder.

11. Host Customer agrees that project Sponsor shall have the right to make this Host Customer Agreement and all Host Customer utility bills, project documentation, contractor invoices, and technical and cost information available to SPS.
12. Terms and Conditions that protect the Host Customer in the event of non-performance by the Project Sponsor:

_____.
13. Disclosure of contractor liability insurance to cover property damage should be attached to this Agreement and incorporated herein.
14. The energy efficiency service provider is receiving an incentive paid for through the rates of Southwestern Public Service Company for the electricity saved by the customer's energy efficiency improvements.

The parties have signed this Agreement as of the date first written above.

Project Sponsor: _____

Printed Name _____

Host Customer: _____

Printed Name _____