

XCEL ENERGY - SOUTHWESTERN PUBLIC SERVICE COMPANY
COMMERCIAL STANDARD OFFER PROGRAM
PROJECT SPONSOR AND CUSTOMER AGREEMENT

I hereby declare that all of the following information is true to the best of my knowledge:

I. CUSTOMER INFORMATION

Customer Name _____
Project Site Name _____
Site Address
(attach sheet for multiple addresses) _____
City & Zip Code _____

II. CUSTOMER ACKNOWLEDGEMENTS

I hereby acknowledge the following (check appropriate box and complete):

I have entered or intend to enter into a contract with _____ (the "Project Sponsor") for the installation of Energy Efficiency Measures (the "Project") at the Project Site. The Project Sponsor intends to enter into a Standard Contract with Xcel Energy under its Commercial Standard Offer Program (hereinafter "Commercial Standard Offer Program") for delivery of energy and demand savings resulting from the Project.

I am acting as my own Project Sponsor ("Self-Sponsor") and intend to enter into a Standard Contract with Xcel Energy under its Commercial Standard Offer Program for delivery of energy and demand savings resulting from the Project. I assume the responsibilities and the risks of Project Sponsor.

III. CUSTOMER AGREEMENTS

Customer agrees to provide Xcel Energy or their representative, upon three (3) days' prior oral notice by Project Sponsor (or Xcel Energy if Customer is Self-Sponsor), full and complete access to the Project Site for any purpose related to the Commercial Standard Offer Program. Customer agrees that said access shall be provided during the Customer's normal business hours and in compliance with the Customer's reasonable access requirements.

Customer acknowledges that any view, inspection, or acceptance by Xcel Energy of the Project Site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of Xcel Energy and that, in performing any such inspection or review or in accepting the measures, Xcel Energy makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Project Sponsor, including Self-Sponsor, or their compatibility with the Customer's facilities.

Customer acknowledges that the Project Sponsor, including Self-Sponsor, is an independent contractor with respect to Xcel Energy and the Commercial Standard Offer Program, and that the Project

Sponsor, including Self-Sponsor, is not authorized to make representations or incur obligations on behalf of Xcel Energy.

Customer acknowledges that Xcel Energy is not a party to this Project Sponsor and Customer Agreement and that the Project Sponsor, including Self-Sponsor, is solely responsible for performance thereunder.

Customer acknowledges that Xcel Energy makes no warranty or representation regarding the qualifications of the Project Sponsor, including Self-Sponsor, and that the Customer is solely responsible for the selection of the Project Sponsor.

Customer acknowledges that the Customer may file a complaint with the Public Utility Commission of Texas concerning the Project Sponsor, but that Xcel Energy will play no role in resolving any disputes that arise between the Customer and the Project Sponsor.

Customer agrees to release Xcel Energy from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of Xcel Energy, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability, or violation of law or regulation as may be caused by the gross negligence or willful misconduct of Xcel Energy, and resulting from its acceptance of the Project for participation in the Standard Offer Program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Project Sponsor (if different from Customer)	Customer
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company _____	Company _____
Date: _____	Date: _____