

**XCEL ENERGY – SOUTHWESTERN PUBLIC SERVICE COMPANY
SMALL BUSINESS MARKET TRANSFORMATION 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 participate in Xcel Energy’s Small Commercial Market Transformation Program (hereinafter “Small Commercial MTP”) for delivery of energy and demand savings resulting from the Project; or,
- I am acting as my own Project Sponsor (“Self-Sponsor”) and intend to participate in Xcel Energy’s Small Commercial MTP 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 its representatives, including the Program Implementer, Frontier Associates, 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 Small Commercial MTP. 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 or its representatives 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 its representatives and that, in performing any such inspection or review or in accepting the measures, Xcel Energy and its representatives make 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 its representatives and the Small Commercial MTP, 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 and its representatives are 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 and its representatives make 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 and its representatives 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 Small Business MTP.

Customer agrees to release Xcel Energy's representatives, including the Program Implementer, Frontier Associates, 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's representatives, 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's representatives, and resulting from its acceptance of the Project for participation in the Small Business MTP.

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: _____