



2017 Master Agreement

To submit your application or request assistance: Commercial-thermostats@NVEnergy.com or (844) 296-4528

Section 1: Customer Contact Information

NV Energy Customer Name (Business Name) _____

NV Energy Customer Number _____

Customer Contact Name _____ Title _____

Contact Telephone Number _____ Fax Number _____

Mailing Address _____

City _____ State _____ Zip _____

How did you hear about us? _____ E-Mail Address _____

Section 2: Payee Information (for setup reimbursement)

Type _____ Tax Status _____ Reason If Exempt _____

Payee _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Name _____ Title _____

Payee E-Mail Address _____

Payee Telephone Number _____ Payee Fax Number _____

Section 3: Agreement

I have read and agree to the attached [Scope of Work](#) and [Master Agreement](#).

I certify the information I have provided on this application and attachment(s) is true and correct.

The signature of its authorized representative below enrolls Customer in the Commercial Energy Services Program.

Customer Signature _____

Customer Name (Please Print) _____

Title _____ Date _____

Utility Use Only

Rep ID _____ Rate Class _____ Date Received _____ Site Assessment Y N

Lead No. _____ Assessor's Name _____

Outreach Rep Name _____ Outreach Rep Name _____

REV: NVE1.0



Scope of Work – Networked Thermostats

This Scope of Work ("SOW") is entered into and made as of the later of the dates set forth under the parties' signatures below (the "Effective Date"), between _____ ("Customer"), and Nevada Power Company d/b/a NV Energy ("NV Energy"). This SOW is governed by and incorporated into the Master Agreement for the NV Energy Commercial Demand Response Program (DR Program) between Customer and NV Energy dated _____.

[Click here](#) to copy the following information from the Master Agreement into the Scope of Work: facility name, facility address, primary contact information, and date. You will be able to edit auto-filled information.

1. Customer Information

NV Energy Customer Name _____ Date _____
 Business Type _____ Total Building Area (square feet) _____
 Facility Owner Approval? _____

2. Participating Facility Location(s) and Gateway Quantity

Facility Name	Premise #	Facility Address	City	Quantity
Grand Total				

3. Customer Contacts

The following Customer contacts will be responsible for receiving and responding if necessary to curtailment notifications. Please provide a primary, secondary and tertiary curtailment contact.

Primary Curtailment Contact

Name _____ Title _____ Email _____
 Work Phone _____ Mobile Phone _____

Secondary Curtailment Contact

Name _____ Title _____ Email _____
 Work Phone _____ Mobile Phone _____

Tertiary Curtailment Contact

Name _____ Title _____ Email _____
 Work Phone _____ Mobile Phone _____



4. Value of Program Equipment to Be Installed at No Cost to the Customer

The following Program Equipment will be installed at the Customer Facility to enable communication between the NV Energy demand response management system and the Customer Equipment. In the event that the Customer terminates participation or fails to meet participation requirements during the term of this Agreement, NVE will remove any installed Program Equipment or the Customer may pay the five year straight-line depreciated value remaining on the Program Equipment. The Customer will be liable for equipment charges if this Agreement is terminated within five years and Program Equipment is not returned in good working order. The straight line depreciated value of the Program Equipment will be based on the installed values in the table below. After five years, ownership of the Program Equipment is transferred to the Customer.

Product	Product Code	Quantity	Unit Value	Total Value
Gateway	GW400		\$99	
Thermostat	TS200		\$400	
Repeater	WR400		\$150	
Grand Total				

5. Utility Equipment to Be Installed

The following Utility Equipment (if needed) will be installed at the Customer Facility to enable measurement and verification of program performance:

Product	Product Code	Quantity	Unit Value	Total Value
Grand Total				

6. Demand Response Events

DR Events will typically be two (2) hour periods where NV Energy will signal the Program Equipment to reduce load by adjusting the temperature set point. DR Season is from June 1 to September 31 in Southern Nevada, and July 1 to September 31 in Northern Nevada. DR events occur between 1 PM and 7 PM weekdays. You will receive advance e-mail notification of all events.

NV Energy will schedule a DR Test Event to simulate a regular DR Event to ensure Program Equipment and Customer Equipment are communicating and respond appropriately. NV Energy will send a DR signal from the NV Energy demand response automation server to initiate the pre-defined actions to be taken by the Customer Equipment. Testing equipment such as data loggers, if required, will be deployed to verify and monitor the load controlled during the initial DR Test Event. DR Test Events may occur inside or outside DR Season. NV Energy representatives from the Program will evaluate the response during the initial test to ensure compliance and site acceptance.

7. Customer Participation Requirements

Customer will receive networked HVAC thermostats and the necessary accessories at no charge. Properly implemented, the thermostats provide energy efficiency and demand savings in addition to gaining operations and maintenance efficiencies.

Participation in 75% of the events or a minimum of 15 events, whichever is less, is required. Customer may opt out of up to 25% of the installed thermostats during each DR Event without opting out of the entire event. A thermostat is considered opted-out when the temperature set point is lowered during an event. Each DR Event where 75% of the thermostats respond to the entire event is considered a participated event counted toward meeting the Customer obligation.

8. Load Reduction Strategy

Electric load reduction will be achieved by temporarily adjusting operating parameters of Customer Equipment at each facility at the beginning of a DR Event.

9. Training

There are several avenues for learning how to maximize the value of your new smart thermostat system.

- The Site Manager demo site allows you to experience almost all functions of the site manager so you can experience the intuitive interface for managing your new thermostats. https://demo.officeclimatecontrol.net/?username=pelican@gmail.com&password=pelican#_indexPage
- The complete user manual describing the full functionality of the thermostats and Site Manager are available in printed and electronic versions.
- At the time of installation the installer will provide an administrator login and orientation of the key functions to manage thermostats with the Site Manager.
- Regularly scheduled webinar training will be available as a refresher, to teach new facility managers and provide advanced strategies on scheduling and site management.

A training session will be arranged with Customer to familiarize its staff with the control solution, including review of:

- Program participation processes
- Equipment scheduling and control features
- Portal usage and reporting

10. Implementation Plan and Estimated Timeline

NV Energy will assign a technical representative to install and configure the Program Equipment at the customer facility.

For many facilities, thermostats can be installed within two weeks of submitted application agreements. The installation, commissioning, testing, and verification of equipment can often be completed in as little as a few hours for smaller facilities. NV Energy representatives will contact the customer contact to schedule the install at an agreed upon time.



Customer Signature

By _____
Authorized Signature

Authorized Person's Printed Name

Title

Date

For Utility Use Only

Outreach Rep Names (If Separate from Master Agreement)

Before you submit, complete the following

- Master Agreement cover sheet
- Scope of Work
- Master Agreement terms and conditions initialed on bottom of each page

**SUBMIT
APPLICATION**



Master Agreement for Commercial Energy Services Demand Response Program (DR Program)

This Agreement is entered into by and between _____ and Nevada Power Company d/b/a NV Energy effective as of _____ (the "Effective Date"). This Master Agreement shall govern the relationship between the parties for the Commercial Energy Services Program and any Scope(s) of Work ("SOW") which is incorporated herein by reference (collectively, this Agreement) Customer and NVE may be referred to as a Party or Parties. In the event of a conflict between this Master Agreement and an SOW, this Master Agreement shall prevail.

1. AUTHORITY. Customer agrees and promises that Customer has the authority to allow NVE to install all necessary Improvements, including all Program Equipment and Utility Equipment detailed in any applicable SOW signed by the parties, to the Facilities at the Project Site(s); and to enter into this Agreement. Further, Customer agrees that the person signing Section 3 of the 2016 Program Application has the ability to bind Customer to this Agreement.

2. ELIGIBILITY. NVE, in its sole discretion, will determine the eligibility of this Project at all stages of the Term to participate in the DR Program. Participation requires Customer to have an SOW provided by NVE for each Facility based on an inspection of the Project prior to the removal of any existing equipment/ systems and installation of Program Equipment, unless otherwise specified in the SOW. NVE must install all Program Equipment and Utility Equipment for the Project. Customer must commit to enrolling in the DR Program for a minimum of five years. Customer cannot receive funds from any other energy conservation program funded by NVE, any other utility, government entity, or the Public Utilities Commission Nevada (PUCN) for this Project. Project must be installed and fully operational by November 30, 2016.

3. INCENTIVE PAYMENT. Funding for the incentives under this Agreement will be provided on a first-come, first-served basis until funds are depleted. Funding is administered by NVE, but made available from Nevada utility

customers under the auspices of the PUCN. If funding is discontinued or depleted for any reason, incentives will no longer be administered by NVE. Any incentive paid will not exceed the approved amount by NVE. Incentives, energy savings, and installation costs in this Agreement are ESTIMATES only and may vary upon NVE verification. NVE, in its sole discretion, will determine whether conditions to receive any incentives are satisfied, and will approve all incentive amounts. Incentive Payments, if part of a chosen option, will only be paid after all DR Program requirements are met by Customer to NVE's satisfaction. NVE retains sole discretion to determine the appropriate baseline values and curtail-able peak reduction calculations used to determine incentive payments, NVE reserves the right to modify or cancel the incentive amount if the actual peak reduction is less than the committed peak reduction in Customer's approved Application(s).

4. COSTS AND OWNERSHIP. All costs associated with the purchase and installation of the Program Equipment and Utility Equipment, except any liability from applicable taxes, will be paid and performed by NVE, or a designated agent, subcontractor, or third party (Partner). NVE shall be responsible for all such agents, subcontractors and third parties. NVE retains ownership of all Program Equipment until the end of the initial term of this Agreement, at which time ownership of all Program Equipment automatically transfers to Customer. NVE agrees to deliver to Customer a

Bill of Sale evidencing such transfer of title promptly after expiration of this Agreement. NVE, or a Partner, shall purchase, install, operate, and remove at its own expense the Utility Equipment. NVE shall leave the Customer premises from which such equipment is removed in the condition in which it existed prior to installation of the equipment, excepting reasonable wear and tear. NVE shall promptly repair, at its expense, any damage caused by installation or removal of Program Equipment or Utility Equipment. If NVE fails to promptly repair such damage, Customer may exercise self-help to repair such damage and NVE shall reimburse Customer its reasonable costs in performing such repair. If NVE fails to promptly remove all Utility Equipment upon termination of this Agreement, Customer may remove such equipment and NVE shall reimburse Customer its reasonable costs in such removal. Upon such removal by Customer, Customer may dispose of such equipment at its discretion. NVE shall retain ownership of all Utility Equipment. Program and Utility Equipment are identified in the Scope of Work. The payment of any amount for Reimbursement for Program Equipment, defined further in the SOW, shall not vest any ownership rights to Utility Equipment to Customer. NVE will retain the rights to any and all Renewable Energy Attributes, including but not limited to, portfolio energy credits, fungible environmental attributes, emission offsets, or any other property interest/ credit, provided by the laws and/ or regulations of the State of Nevada, the federal government, or any other state. NVE

Initials _____



will also retain all rights and ownership to, and nothing contained herein shall grant to Customer any right, license, or ownership to any intellectual property, licenses, work product, data, analyzes, design rights, patents, copyrights, trade secrets, or any other proprietary right. Customer grants to NVE all such rights derived from the DR Program.

5. PUCN RIGHT TO MODIFY. Any term under this Agreement, including but not limited to Incentive Payments or amounts, funding, and Project Eligibility are subject to any directive made by the PUCN. If such action, in NVE's sole discretion, makes any term or condition unreasonably burdensome to the DR Program as whole, or to specifically this Project, NVE will have the right to modify the terms of this contract to conform to comply with such PUCN directive and will notify Customer if any such changes are required. If any such modified terms are unacceptable to Customer in its reasonable discretion, Customer may terminate this Agreement without liability to NVE.

6. TERM AND TERMINATION. Upon any directive from the PUCN or otherwise, at NVE's sole discretion, and as specified below, NVE may terminate or suspend this Agreement with written notice and will not be liable for any damages or compensation of any kind. The Term of this Agreement shall commence on the last date that a Party executes this Agreement and shall terminate no later than five years from the Agreement date unless terminated earlier pursuant to this Agreement.

7. CUSTOMER PARTICIPATION REQUIREMENTS. NVE may terminate this Agreement, and/ or withdraw incentives and require Reimbursement for Program Equipment, defined further in the SOW, if Customer Participation Requirements, also defined further in the SOW, obligating Customer to participate in the minimum number of Demand Response Events (DR Events), are not met during the Term

of this agreement. Upon such early Termination, NVE will, within thirty (30) days, remove any installed Program Equipment or Customer may, in its sole discretion, pay the five year straight-line depreciated value remaining on the Program Equipment, based upon the Installed Costs specified in the SOW. Repayment for non-returned Program Equipment shall be made within thirty (30) days of notification by NVE of the amount owed. Customer must allow NVE to remove any installed Program Equipment, if not otherwise paid for, and Utility Equipment within thirty (30) days of Termination. NVE shall leave the Customer premises from which such equipment is removed in the condition in which it existed prior to installation of the equipment, excepting reasonable wear and tear. NVE shall promptly repair, at its expense, any damage caused by removal of such equipment. If NVE fails to promptly repair such damage, Customer may exercise self-help to repair such damage and NVE shall reimburse Customer its reasonable costs in performing such repair. If NVE fails to promptly remove all applicable equipment upon termination of this Agreement, Customer may remove such equipment and NVE shall reimburse Customer its reasonable costs in such removal. Upon such removal by Customer, Customer may dispose of such equipment at its discretion.

8. INSPECTIONS. Customer shall provide reasonable access to NV Energy, its Partners, and PUCN for inspections, including but not limited to 1) project pre-installation equipment inspection to examine the existing equipment and to check accuracy of any equipment survey; 2) project post-installation peak load reduction inspection and demonstration(s); (3) safety concerns; (4) other reasonable purposes.

9. CONFIDENTIALITY. The Parties shall not disclose Confidential Information unless express written consent has been granted. Confidential

Information shall mean all proprietary information of the disclosing party and its affiliated and related companies, including information provided to the disclosing party by third parties that the disclosing party is obligated to keep confidential, whether provided before or after the parties execute this Agreement. Notwithstanding anything contained herein to the contrary, Confidential Information shall not include information which: (i) was previously known to receiving Party; (ii) was or becomes generally available to the public through no fault of the receiving Party; (iii) was rightfully in receiving Party's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to receiving Party by the disclosing Party; (iv) was developed by employees or agents of receiving Party independently of and without reference to any information communicated to receiving Party by disclosing Party; or (v) was communicated by disclosing Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by PUCN or its staff or as necessary to establish the rights of either party under this Agreement; provided, however, that: (a) the receiving Party promptly notifies the disclosing Party of such disclosure requirement; (b) cooperates (at disclosing Party's expense) in any lawful effort by disclosing Party to oppose or limit such disclosure; and (c) discloses only so much of such Confidential Information as, on advice of counsel, it is legally obligated to disclose

10. DISCLAIMER. NVE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN,

Initials _____



SYSTEM, OR EQUIPMENT INSTALLED PURSUANT TO THIS APPLICATION INCLUDING PROGRAM AND UTILITY EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ECONOMIC, OPERATIONAL, TECHNICAL AND OTHERWISE CAPACITY OF THIS PROJECT.

11. RELEASE AND INDEMNITY. NVE will indemnify and hold harmless Customer and Customer's officers and directors, affiliates, subsidiaries, agents, and employees from all claims, demands, losses, damages, costs, and liability (contractual, tort, or otherwise), arising from or in any way connected with a claim of 1) injury to or death of persons; 2) damage to property; or 3) violation of local, regulatory, state, federal and other laws. Customer agrees to release NVE, its affiliates, parent company, employees, and any other agents, including Partners, from all claims, demands, losses, damages, costs, and liability (contractual, tort, or otherwise), arising from or in any way connected with any energy shift shortfall, except to the extend caused by the negligence of NVE.

12. LIMITATION OF LIABILITY in no event shall either party be liable for any indirect or consequential damages, including without limitation, loss of profits and/ or wages and earnings.

13. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

14. FORUM and LAW SELECTION. Any dispute arising under this Agreement shall be adjudicated in the state or federal courts of the State of Nevada. This Agreement will be governed by and construed in accordance with the Laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions

15. ADVERTISING, MARKETING AND USE OF NV ENERGY'S NAME. Each party agrees not to use the other party's name trademark, trade name, logo, or that of its parent company, affiliates, or subsidiaries without such party's prior written consent. Customer shall make no representations on behalf of NVE.

16. ASSIGNMENT. This Agreement may be assigned by NVE without the Customer's consent. NVE agrees to remain obligated for payments incurred prior to assignment. Customer may not assign any part this Agreement without the prior written consent of NVE, except that Customer may assign this Agreement to an entity acquiring all or substantially all of Customer's assets.

17.APPLICATION SECTIONS 3. If Section 2 of the Application (Payee Information) contains information that is not the Customer's, the Customer authorizes payment of the incentive to such named entity in Section 3 and Customer understands it will not receive an incentive from NVE. Doing so does not exempt Customer from the requirements outlined in this Agreement.

18. SEVERABILITY. If any part of this Agreement is for any reason held to be unenforceable, the remaining parts will continue to be enforceable.

19.NO WAIVER. A Party's failure to enforce any provision of this Agreement shall neither be deemed a waiver of such provision nor of their right to enforce such provision.

20. TAX LIABILITY. NVE will report incentives greater than \$600 as income on the IRS 1099 unless (1) the "Corporation" or "Exempt" tax status box is marked, or there is a designee identified as Payee. NVE shall not be liable for Customer's Taxes stemming from this Agreement.

21.AMENDMENT. Amendments or modifications to this Agreement must be in writing.

22. SAFETY AND EMERGENCY. Customer must allow NVE to take all reasonable steps to ensure the safety and efficient operation of its generation and transmission assets, and the safety of the community.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Customer and NVE and supersedes all prior understandings and communications, oral or written.