

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.
Commercial and Municipal Energy Efficiency Project Financing

Member Agreement

Project Number (NHEC Service ID): _____

Agreement Date: ___/___/___

Project Description: _____

Member Name: _____
(as listed on NHEC monthly bill)

Contact: _____

Address: _____
(Address where energy efficiency measures were installed)

NHEC Account # _____ Phone: _____

Email: _____

Occupancy: Own Rent/Lease

Additional Information:

This Agreement, between New Hampshire Electric Cooperative, Inc. (NHEC), 579 Tenney Mountain Highway, Plymouth, NH 03264, and the Member listed above, is to provide for a no-interest rate financing of qualified energy efficiency projects by NHEC and the repayment of such financing by Member through a separate charge on the Member's NHEC electric bill.

1. DESCRIPTION AND USE OF PROCEEDS:

- 1.1 NHEC will provide financing, as agreed to by Member in 3.1. The interest rate on the financed amount will be at zero percent (0%) per annum at a fixed annual percentage rate (APR) of 0%. The amount financed must be used for the Member co-payment for qualified, pre-approved energy efficiency projects for Small Business and Municipal members.
- 1.2 The amount financed is limited and will be available on a first-come first-serve basis for active Small Business and Municipal members who are deemed eligible by NHEC.
- 1.3 Monthly payments due under the terms will appear on Member's electric bill as a separate charge.
- 1.4 The Member financed amount must be greater than or equal to \$500 and less than or equal to \$20,000 and must not exceed the Member's share of the installed cost of the energy-efficiency measures installed under NHSaves approved energy efficiency programs.
- 1.5 Repayment Guidelines:
 - \$500 to \$5,000 - up to 12 months
 - \$5,001 to \$10,000 - up to 24 months
 - \$10,001 to \$20,000 - up to 36 months

2. ELIGIBILITY:

- 2.1 The Member must have an active electric service account with the NHEC for twelve consecutive months at the property where the energy efficiency measures are installed.
- 2.2 The Member must own or lease the property where the energy efficiency measures are installed.
- 2.3 The Member must have excellent payment history with the NHEC, which is defined as the Member has no outstanding bill amounts owed to NHEC and has not received a disconnect notice from NHEC during the twelve months preceding the Member’s funding request under this program.

3. MEMBER RESPONSIBILITIES:

- 3.1 The amount financed is \$_____.
- 3.2 Make consecutive monthly payments of \$_____ to NHEC for_____ months until the balance is paid in full or the Member no longer has an account with NHEC. If, prior to the end of the repayment period, Member closes its account or the account is closed for any reason, all remaining payments will be due with the Member’s final bill.
- 3.3 Maintain the installed measure(s) in place for as long as there are payments due under this Agreement unless otherwise agreed to by NHEC.
- 3.4 Make a good faith effort to participate in NHEC follow-up surveys that are part of evaluating program effectiveness following the installation of the measure(s).

4. MEMBER AUTHORIZES NHEC TO:

- 4.1 Be its exclusive Agent for payment of the Member co-pay as listed in section 3.1.
- 4.2 Issue checks on behalf of the Member as payment for the work upon satisfactory progress and/or completion of the work. Member understands NHEC is not a guarantor of the work performed by the Contractor and that the Contractor is solely responsible for the installation of the measure(s).
- 4.3 The amount financed identified in 3.1 above will be paid by NHEC directly to the contractor listed below, only after the participating member has certified that the work covered by this Agreement has been satisfactorily completed.

Contractor Name: _____

Address: _____

Telephone: _____ Email: _____

5. NO WARRANTIES

- 5.1 NHEC does not endorse, guarantee, nor warrant any particular manufacturer, product, or contractor/installer and provides no warranties, expressed or implied, for any product or services.
- 5.2 The Member’s reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, etc. Member acknowledges that neither NHEC nor any of its consultants or

affiliates are responsible for assuring that the design, engineering and construction of the system is proper or complies with any particular laws, codes, or industry standards.

- 5.3 NHEC makes no representations of any energy and/or demand performance results to be achieved by the energy efficiency measures.

6. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

- 6.1 This Agreement shall remain in full force and effect until the final payment has been made. There is no penalty for pre-payment.
- 6.2 If the Member breaches any of the terms of this Agreement, Member shall reimburse NHEC for all costs incurred for these products. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. NHEC's Late Payment Fees, Returned Check Fees and Collection Fee shall be applicable to payments due under this Agreement.
- 6.3 At Member's request, NHEC may terminate this Agreement. Member must pay all costs NHEC incurred for these measures (as stated above in 6.2).
- 6.4 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 6.5 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Member or NHEC addresses noted in this Agreement.
- 6.6 This document constitutes the entire Agreement between Member and New Hampshire Electric Cooperative. All previous representations and proposals, either written or oral, are hereby annulled and superseded.

7. SIGNATURES

The undersigned persons, being the Participating Customer and the Company, agree to the above terms to be effective on the earliest signatory date noted below and have caused this Agreement to be duly executed in their respective names by their agents, each being fully authorized to do so on behalf of their principal.

NHEC Member:

(Signature)

(Date)

(Print Name)

NHEC Employee:

Carol Woods

(Date)

New Hampshire Electric Cooperative, Inc.
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