

**Austin Energy
Integrated Modeling Incentive Program
Terms and Conditions**

The below-signed customer-applicant (“Customer”) seeks to participate in the Austin Energy Integrated Modeling Incentive Program (the “Program”) and receive applicable rebates from the City of Austin, doing business as Austin Energy (“Austin Energy”). Customer hereby agrees to the following terms and conditions as well as all Integrated Modeling Incentive Program Guidelines, as they may change from time to time.

1. **Payment.** Austin Energy will pay Program incentives within six weeks of the date all required Customer documentation is received and approved by Austin Energy and all post-occupancy measurement and verification of the facility and energy efficiency measures has taken place.

2. **Funding.** Funding for the Program is limited. Incentives are offered to Austin Energy customers on a first-come, first-served basis, subject to budget availability and City Council approval. This offer is subject to change or termination without notice at the discretion of Austin Energy.

3. **Project Information.** Austin Energy shall retain access to all Energy Models submitted to the Program, and may use these Energy Models for internal purposes.

3.1 Customer must provide Austin Energy with records related to the building and measures as may be reasonably required to verify equipment characteristics, quantities, and performance, as well as additional detailed information pertaining to the project that may be of help in evaluating and substantiating electric/gas savings or energy reduction estimates. Examples of such information include, construction documentation, capital costs, ongoing energy usage, product specifications and manufacturer literature. This verification process may include, but is not limited to, data logger installation, monitoring, and temporary data collection.

3.2 Customer must provide Austin Energy with reasonable access to the building and records to verify equipment and measure performance for a period of two years after the final certificate of occupancy has been issued.

4. **Exclusion.** Project peak demand savings (measured in kW) from participation in Austin Energy Solar or Austin Energy Thermal Storage incentives are excluded from the energy model peak demand savings (measured in kW).

5. ***CUSTOMER ACKNOWLEDGES AND AGREES THAT AUSTIN ENERGY IS NOT AN ENERGY CONSULTANT OR GUARANTOR OF ENERGY CONSULTATION SERVICES. AUSTIN ENERGY, WHETHER BY MAKING AVAILABLE A LIST OF QUALIFIED ENERGY CONSULTANTS OR OTHERWISE, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO PERFORMANCE OF THE ENERGY CONSULTANT OR RELIABILITY, PERFORMANCE, DURABILITY, CONDITION, OR QUALITY OF ANY SERVICES PROVIDED.***

6. **Indemnity.** Customer shall indemnify Austin Energy against all losses and liabilities arising from Customer’s participation in the Program.

7. **Jurisdiction and Venue.** Texas law governs this agreement, without regard to its conflicts of laws principles. Venue for any dispute arising out this agreement is proper only in Travis County Texas.

CUSTOMER:

Printed Name

Signature

Company

Date