

4. Program Eligibility

Please note that these requirements are subject to change in successive program years. Service Providers will be expected to demonstrate progress toward higher listed eligibility requirements in each program year through completion of high-quality installations, successful completion of continuing education and training, and by obtaining industry certification and licensing credentials.

- a. Applicant agrees to utilize licensed electrical contractors & electricians to offer, perform, and permit all electrical work in accordance with applicable state and local requirements. Please see the Texas Department of Licensing and Regulation's website at <http://www.license.state.tx.us/> for more information.

_____ (initials)

- b. Applicant has read the Program Guidebook and understands that it is the Applicant's responsibility to comply with all Program requirements, processes, policies and guidelines.

_____ (initials)

- c. Applicant meets at least one of the eligibility requirements listed below (check all applicable boxes and provide documentation supporting the highest listed qualification).

- The Applicant employs at least one full-time Texas-based employee who is currently certified by the North American Board of Certified Energy Practitioners (NABCEP) as a PV Installer (note: this is the NABCEP PV Installer certification, not the entry level certification also offered by NABCEP).

NABCEP certification is attached.

or,

- The Applicant is a licensed Texas Electrical Contractor or Master Electrician with at least one full-time Texas-based employee who has been determined by NABCEP to be eligible to sit for the NABCEP PV Installer exam (please see www.nabcep.org for more details on eligibility requirements).

Copy of Texas Electrical Contractor/Master Electrician license is attached.

License #: _____

Written notification from NABCEP of eligibility to sit for the exam is attached.

5. Acceptance of Terms

Please read the terms of the Participation Agreement below and sign the final page.

PARTICIPATION AGREEMENT
FOR SERVICE PROVIDER PARTICIPATION IN
ONCOR ELECTRIC DELIVERY'S TAKE A LOAD OFF, TEXAS PROGRAMS

In order to participate in the Take a Load Off, Texas Solar PV Program ("the Program") sponsored by Oncor Electric Delivery Company LLC (hereinafter "Oncor" or the "Sponsor"), a Service Provider (as named and listed at the end of this agreement) must submit this executed Participation Agreement document along with a completed Service Provider Information Form. The Service Provider is participating in the Program implemented by Frontier Associates ("Implementer"). Frontier Associates is the Program Implementer of the Program for Oncor.

As a Service Provider participant for the Program, Service Provider hereby agrees to the following:

- The specific roles, responsibilities, requirements, policies and guidelines of the Program are set forth in the Program Guidebook which is incorporated in this Participation Agreement by reference as if fully set forth. Service Provider acknowledges receipt of the Program Guidebook and agrees to comply with all of its terms and conditions.
- Service Provider is an independent contractor in relation to Implementer and Sponsor, and is voluntarily participating in the Program to deliver services directly to Sponsor's customers who are participating in the Program. As such, Service Provider shall not be deemed a partner, agent or employee of Implementer or Sponsor for any purpose. Service Provider will pay all of its administrative, overhead and other costs; including withholding taxes, social security, unemployment, disability, health, worker's compensation or other insurance coverage.
- Service provider will, at its sole expense, purchase and maintain, and require its subcontractors to purchase and maintain, during the term of this Participation Agreement, insurance policies with substantial and sound insurers, having coverage of the types and in the amounts specified in the Program Guidebook provided to the Service Provider prior to the execution of this Participation Agreement.
- Service Provider shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, or their role in the Program or relationship with the Implementer or the Sponsor.
- Service Provider shall not use the Sponsor or Take a Load Off, Texas trademarks without written approval by Sponsor.
- Service Provider shall not communicate with the media about the Program without written authorization and coordination with Implementer and Sponsor.
- Service Provider understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Sponsor. Service Provider shall not state or imply any such endorsement, either directly or indirectly.
- Service Provider shall not mislead Sponsor's customers about the availability of incentives or misrepresent its role in the incentive award process. Only the Implementer can approve or reallocate incentives on behalf of the Sponsor.
- Service Provider acknowledges that incentives will only be paid to customers by the Sponsor for energy efficiency and/or energy generation measures that: 1) meet the program eligibility requirements outlined in the Oncor Take A Load Off, Texas Solar PV Program Guidebook, 2) are installed in project sites that receive delivery of electricity from the Sponsor as evidenced by the Electric Service Identifier number (ESI ID#); and 3) are installed at a project site that has not received incentives from any other of the Sponsor's energy efficiency programs for the same measure(s). Service Provider understands that Sponsor may withhold incentive payments committed to the customer and/or Service Provider if the project site is proven to not receive electric service from Sponsor.
- Service Provider shall submit all necessary data and support documentation outlined in the Program materials (Service Provider Application, Project Pre-Approval Application, Final Project Application) through

the Electronic Program Administration System (e-PAS), when available, in order to initiate incentive payments to customer for the installation of energy efficiency and/or energy generating measures.

- Service Provider shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law and the Program policies and guidelines and all relevant documentation pertaining to the installation of the energy efficiency and/or energy generation measures and will provide immediate access to such documentation to Implementer or Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers, etc.
- Service Provider understands that the Implementer reserves the right to terminate this Participation Agreement at any time for cause of the Service Provider's non-compliance with the Take a Load Off, Texas Solar PV Program Guidelines or state laws or this Participation Agreement. In the event of termination of the Participation Agreement for non-compliance, Service Provider will be notified of such termination in writing, and Service Provider will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying energy efficiency and/or energy generation measures that have previously been installed by the Service Provider.
- Service Provider acknowledges that Implementer reserves the right to terminate the Participation Agreement, or modify this Participation Agreement at any time at will, without prior notice, or to modify or terminate this Participation Agreement as may be required by governmental regulatory action; provided, however, if this Participation Agreement is modified the Service Provider shall have the right to terminate the Participation Agreement if the modified Participation Agreement is unacceptable to the Service Provider.
- Service Provider acknowledges that the Implementer is an independent contractor with respect to Sponsor and the Program, and that beyond reserving incentive funds, Implementer is not authorized to make representations or incur obligations on behalf of Sponsor. Service Provider further acknowledges that Sponsor is not a party to this Participation Agreement and that Implementer and Service Provider are solely responsible for performance hereunder.
- Service Provider acknowledges that Sponsor makes no express warranty or representation regarding the qualifications of Implementer.
- Service Provider agrees and warrants that its employees, agents and representatives will perform the services in accordance with high professional standards, and with a level of care, skill, knowledge and judgment required or reasonably expected of firms or persons performing comparable services, and in strict accordance with this Participation Agreement.
- ANY REVIEW, INSPECTION, OR ACCEPTANCE BY SPONSOR OF THE PROJECT SITE OR OF THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF ANY ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) BY THE IMPLEMENTER OR SPONSOR IS SOLELY FOR THE INFORMATION OF SPONSOR AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING AN ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) SPONSOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY, OR RELIABILITY OF THE ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) OR ITS INSTALLATION BY THE SERVICE PROVIDER.
- SERVICE PROVIDER SHALL DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS ONCOR, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, AND EACH OF THEIR PARENTS AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "ONCOR ELECTRIC DELIVERY GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, ATTORNEYS' FEES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT, OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (HEREINAFTER REFERRED TO AS "CLAIMS") ARISING OUT OF SERVICE PROVIDERS ACTS OR OMISSIONS INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE PROGRAM; PROVIDED, HOWEVER, SERVICE PROVIDER SHALL NOT BE REQUIRED TO INDEMNIFY ANY MEMBER OF ONCOR FOR ANY LIABILITY OF ANY MEMBER OF ONCOR ELECTRIC DELIVERY GROUP, AS TO SUCH CLAIMS, FOR OR WITH RESPECT TO ANY PERCENTAGE OF FAULT OR RESPONSIBILITY FOUND BY THE FINDER OF FACT TO BE ATTRIBUTABLE TO ANY MEMBER OF ONCOR ELECTRIC DELIVERY GROUP. TO THE EXTENT NECESSARY TO PERMIT ONCOR ELECTRIC DELIVERY GROUP TO ENFORCE ANY TERM, CLAUSE, OR CONDITION OF THIS AGREEMENT OR ANY OTHER AGREEMENT SERVICE PROVIDER ENTERS INTO WITH ONCOR RELATED TO THE

PROGRAM, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY CLAIMS BROUGHT AGAINST ONCOR ELECTRIC DELIVERY GROUP, SERVICE PROVIDER WILL BE REQUIRED TO WAIVE AS TO ONCOR ELECTRIC DELIVERY GROUP ANY DEFENSE IT MAY HAVE BY VIRTUE OF THE WORKERS' COMPENSATION LAWS OF ANY STATE, TO THE EXTENT ALLOWED BY LAW.

- Service Provider will not assign any of the rights or responsibilities arising from this Participation Agreement to any individual or entity without first having obtained the written approval of Sponsor and Implementer.
- Service Provider will not subcontract for any of the services without the prior written approval of Implementer and only then upon terms and conditions as Implementer may require.
- This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas, The parties agree that the proper venue and jurisdiction for any cause of action relating to this Participation Agreement will be Dallas County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas, in which case proper venue and jurisdiction will be at the PUCT.
- In no event shall Implementer or Sponsor be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this Participation Agreement, even if advised of the possibility of such damages.

Both parties acknowledge that they have read this Participation Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Participation Agreement between parties hereto which supersedes all prior understandings, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both parties.

	SERVICE PROVIDER	FRONTIER ASSOCIATES
Authorized Representative:	<input type="text"/>	<input type="text"/>
Title:	<input type="text"/>	<input type="text"/>
Company:	<input type="text"/>	<input type="text"/>
Date:	<input type="text"/>	<input type="text"/>
Signature:	<input type="text"/>	<input type="text"/>