

**APPLICATION FOR CONNECTEDSOLUTIONS: SMALL SCALE BATTERIES**

**ALL FIELDS WITH AN \* ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION**

**CUSTOMER / ACCOUNT HOLDER INFORMATION**

CUSTOMER'S NAME*		PHONE*	EMAIL ADDRESS*	
STREET ADDRESS*		CITY*	STATE*	ZIP*
ELECTRIC ACCOUNT NUMBER*				

**BATTERY PARTNER**

BATTERY PARTNER\*  PIKA ENERGY  SOLAREEDGE  SONNEN  SUNRUN  TESLA

**HEAT LOAN OPTION**

0% FINANCING FOR THE COST OF THE BATTERY IS AVAILABLE THROUGH THE HEAT LOAN. QUALIFIED CUSTOMERS MAY RECEIVE AN AUTHORIZATION FORM WHICH CAN BE BROUGHT TO PARTICIPATING LENDERS TO APPLY FOR THE LOAN. SOME RESTRICTIONS APPLY, SEE MASSSAVE.COM/HEATLOAN FOR ELIGIBILITY REQUIREMENTS AND DETAILS.

I WOULD LIKE A HEAT LOAN APPROVAL LETTER EMAILED TO ME  YES  NO

**VENDOR QUOTE**

PLEASE ATTACH THE VENDOR QUOTE FOR THE BATTERY STORAGE SYSTEM TO THIS APPLICATION. THIS QUOTE SHOULD ONLY INCLUDE THE INCREMENTAL COST OF INSTALLING THE BATTERY STORAGE SYSTEM.

I HAVE ATTACHED THE VENDOR QUOTE TO THIS APPLICATION  YES  NO

QUOTES ARE NOT NEEDED FOR SYSTEMS INSTALLED BEFORE APRIL OF 2019

**CUSTOMER INCENTIVE PAYMENT OPTIONS**

CUSTOMERS CAN CHOOSE HOW THE CONNECTED SOLUTIONS INCENTIVE WILL BE PROVIDED

<p><b>THE CUSTOMER WILL DIRECTLY RECEIVE PERFORMANCE-BASED INCENTIVE.</b></p> <p>PLEASE CONSULT YOUR BATTERY PARTNER ON EXPECTED PAYMENT FOR SYSTEM PERFORMANCE.</p> <p><input type="checkbox"/> PERFORMANCE-BASED INCENTIVE SENT TO CUSTOMER</p>	<p><b>THE BATTERY PARTNER SHARES THE PERFORMANCE-BASED INCENTIVE.</b></p> <p>BATTERY PARTNERS MAY INCORPORATE INCENTIVE INTO PRICING OFFERED TO THE CUSTOMER FOR THE BATTERY AND/OR PROVIDE A YEARLY INCENTIVE. PLEASE CONSULT YOUR BATTERY PARTNER.</p> <p><input type="checkbox"/> PERFORMANCE-BASED INCENTIVE SENT TO BATTERY PARTNER</p>
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**CUSTOMER ACCEPTANCE OF TERMS**

I CERTIFY THAT ALL STATEMENTS MADE IN THE APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

DATE	PRINT NAME	AUTHORIZED SIGNATURE
		X

## TERMS AND CONDITIONS

### 1. Incentives

Subject to these Terms & Conditions, National Grid will pay Incentives to the Customer or their designated vendor based on battery performance.

### 2. Definitions

- a) "Customer" means the residential or commercial customer maintaining an active account for service with National Grid, and who satisfies the Program eligibility requirements established by National Grid.
- b) "DRM" are those demand reduction measures described in the Program Materials or other Custom Measures.
- c) "Facility" means the Customer location served by National Grid where DRMs are to be implemented.
- d) "Incentives" means those payments made by National Grid to Customers or to their designated vendor pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- e) "Program" means the DRMs offered by National Grid to Customers.
- f) "Program Materials" means the documents and information provided by National Grid specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms.

### 3. Application Process and Requirement for National Grid Approval

- a) The Customer or their designated vendor shall submit a completed application in the form specified by National Grid.
- b) National Grid reserves the right to approve or disapprove of any application or proposed DRMs.

### 4. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- a) National Grid reserves the right to adjust and/or negotiate the Incentive amount, up until the customer's application is accepted, at which point the Incentive is guaranteed for five years, as described in the Program Materials.
- b) National Grid shall not be obligated to pay the Incentive amount until all the following conditions are met:
  - (1) National Grid approves Customer's application
  - (2) all applicable permits, licenses and inspections have been obtained by Customer,
- c) Upon National Grid's written request, Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and Program requirements.
- d) National Grid shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the end of each program season.

### 5. Program/Terms and Conditions Changes

National Grid reserves the right, for any reason, to withhold approval of projects and any DRMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the application approval by National Grid.

### 6. Indemnification and Limitation of the National Grid's Liability

Customer shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, National Grid's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and National Grid and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases National Grid and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the DRMs, the performance of the DRMs, the Program, or these Terms and Conditions.

### 7. No Warranties or Representations by National Grid

- a) National Grid DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND National Grid MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF National Grid AND National Grid MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY of National Grid's OTHER DOCUMENTS.
- b) Neither National Grid nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the DRMs is proper or complies with any particular laws, codes, or industry standards. National Grid does not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the DRMs or the adequacy or safety of the DRMs.
- c) Customer agrees that he or she is responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not National Grid) for all aspects of the DRMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that

the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and/or their designated vendor and that the same is properly installed and suitable for Customer's or Vendor's purposes; and determining if work was properly performed.

- d) Customer agrees and acknowledge that National Grid is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- e) The provisions of this Section 9 shall survive the termination, cancellation or completion of the Customer's or their designated vendor's participation in the Program.

#### **8. Equipment, Contractor Selection and Contracting**

Customer or their designated vendor is responsible for selecting and contracting with the design and installation contractor(s). The Vendor shall be responsible for enforcing all such contracts and for assuring that the DRMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledge that the National Grid reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The National Grid also has the right to exclude certain equipment from the Program.

#### **9. Removal of Equipment**

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of National Grid, and assumes all risk and liability associated with the reuse and disposal thereof.

#### **10. Energy and Demand Reduction Benefits**

National Grid is entitled to 100% benefits & rights associated with the DRM. However, for the CONNECTEDSOLUTIONS Program, National Grid agrees to waive or transfer ownership rights to the customer or their designated vendor for the ISO New England forward capacity market (FCM) annual and monthly capacity supply obligation (CSO).

#### **11. Customer and Vendor Must Declare and Pay All Taxes**

The benefits conferred upon the Customer or their designated vendor through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes assessed to Customer. Vendor is responsible for declaring and paying all such taxes assessed to Vendor. National Grid is not responsible for the payment of any such taxes.

#### **12. Counterpart Execution; Scanned Copy**

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

#### **13. Miscellaneous**

- a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of National Grid.
- f) The provisions of Sections 4, 5, 6, 7, 8, 9, 10, and 11 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

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BROUGHT TO YOU BY

**nationalgrid**