



PSE&G Small Business Direct Install Installation Program

Customer Contract (Terms & Conditions)

Customers Name: Randolph: Shongum Elementary

Date: 01/18/10

Address:
9 Arrow Place
Randolph, NJ 07869

PSEG Account #: 41073
Work Order #: 917457

Town, State and Zip:
9 Arrow Place
Randolph, NJ 07869

Phone #1:

Phone #2:

Audit Date: 12/03/09

Facility Sq. Footage: 30,000

Auditing Firm: FSG

Program Representative: Pat Corr

PSE&G is offering an energy conservation program to certain commercial and industrial customers that have an average monthly demand of less than 200 kW or a monthly energy usage less than 40,300 kWh. Under the Program, the Company is arranging the installation of certain energy conservation measures at the facilities of eligible customers. Customer agrees (a) to have PSE&G or its designee install the Measures and (B) to pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

1. Measures to be Installed:

PSE&G or its designee will install at Customer's property the conservation Measures described in Section Six below. PSE&G shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse. The disposal of all materials including fluorescent ballasts and lamps, old fixtures and HVAC/refrigeration equipment will be the responsibility of the Contractor.

2. Installation Date:

PSE&G will attempt to install the Measures within thirty (30) days of customer signing this Agreement.

3. Warranty and Disclaimer:

(a) The Company will provide a one-time replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of one (1) year after the date of the original installation.

(b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.

(c) OTHER THAN THE replacement WARRANTY STATED IN SUBPARAGRAPH 3(a) above,

NEITHER THE COMPANY NOT ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) The Company does not guarantee that the Measures will, in fact, save any level of energy or results in a lowering of the customer's electric utility bill.

(e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

4. Access to Property:

(a) Customer will provide reasonable access to Customer's property during normal business hours for installation for PSE&G to perform the installation work. If Customer's business requires work to be performed during off-business hours, arrangement may be made for off hours installation. In all instances, Customer will be responsible for costs arising from failure to grant access as arranged. These costs will not be included with the Installation Costs, Savings Analysis, or Customer Contribution.

(b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the Customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

5. Discretion of Company:

When undertaking the installation, PSE&G (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions or the complete utilization of Company's program budget.

6. Equipment and Customer Contribution:

(a) PSE&G or its designee will install the equipment listed in the Contractor Proposal to be attached to this Agreement. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over (24) months or may choose to pay it in one lump sum within thirty days of installation on their PSE&G bill. If a Customer who chooses to pay its cost contribution over twenty-four (24) months occupies the Customer's property under a lease and the Customer terminates its lease or vacates the Customer's property before making its final payment, in addition to all other remedies available to PSE&G, PSE&G may declare all of the unpaid balance immediately due and payable, and the Customer shall immediately pay all of the unpaid amount to PSE&G.

The Customer opts to pay its cost contribution via their PSE&G bill by (check one):

One lump sum payment of \$ 88,616.04

Twenty-four (24) monthly payments of \$ 3,692.34

(b) The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if PSE&G chooses not to make an Installation in accordance with Section 5, PSE&G shall adjust the Customer's contribution and advise the Customer. Customer further represents that it has not and will not receive incentives under New Jersey Clean Energy Program for the same measures.

7. Authorized Signature of Customer:

By signing below, the Customer agrees that the address as it appears above is the address where measures will be installed and to the applicability of the Terms and Conditions described above.

Customer Signature: _____

PSE&G Name _____

Customer Name (print) _____

PSE&G Name _____

Customer Date: _____

PSE&G Title _____

PSE&G Date _____