

BALDWIN EMC CENT\$IBLE POWER AGREEMENT

This Baldwin EMC CENT\$IBLE POWER Program Agreement (Agreement) is made and entered into this _____ day of _____, 20_____, (Effective Date) by Baldwin County Electric Membership Corporation (BEMC) and _____ (Member).

Consent to Install Load Management Device (LMD)

I consent and agree to permit BEMC to install a Load Management Device (LMD) on my water heater(s) and/or my HVAC system(s). I understand and agree that BEMC will use the LMD(s) to manage the times during which my water heater(s) and/or HVAC system(s) receive electrical current.

I understand that there will be no charge to me for the LMD(s), their installation or removal (except as noted herein), and that all LMD(s) and materials shall at all times remain the property of BEMC.

I agree to permit BEMC employees and contractors to enter my premises at reasonable hours and with prior notice to install the LMD(s), to conduct maintenance, and to replace or remove the LMD(s) as necessary. I will also allow BEMC employees and contractors to repair, within reason, electrical code violations which may hinder the installation and operation of the LMD(s). However, I understand that BEMC is not obligated to remedy code violations which may exist on my property, and I understand that this Agreement does not obligate BEMC to ensure that all wiring is installed and maintained in conformity with the applicable electrical codes.

I understand that I have the right to request the removal of the LMD(s) at a mutually agreed upon time, if I so desire. Furthermore, I understand that once the LMD(s) have been installed and verified as operational, I may receive certain incentives being offered by BEMC as part of this program.

I understand that the equipment referenced by this Agreement will be operated in a diligent and reasonable manner by BEMC and PowerSouth Energy Cooperative (PowerSouth), its power supplier. The LMD(s) will be operated in a manner to ensure the proper functioning of the load management system, and may be operated in a manner to reduce the wholesale cost of power to BEMC and for operational reliability of the BEMC or PowerSouth electric systems.

I understand that any tampering with or disconnection of the LMD(s) may result in its immediate removal with the cost of removal and a prorated share of incentives being charged to my account.

Installation of the LMD(s) will be done at a mutually agreeable time and will take approximately one hour per device. Either the Member, or a person of suitable age designated by the Member, shall be present for the duration of the installation.

I certify that I am the owner or lessor of the premise with authority to allow BEMC and/or BEMC contractors to install LMD(s). I assume full responsibility for any equipment removed during installation. I understand it is my responsibility to retain for future replacement any existing equipment removed during installation.

BEMC reserves the right to terminate or modify the terms, incentives, and conditions of the CENT\$IBLE POWER Program, in whole or in part, at any time it deems proper.

Hold Harmless Agreement

I understand that BEMC is offering the CENT\$IBLE POWER Program to me at no cost. I understand that, as part of this program, BEMC will be installing certain LMD(s) on my HVAC system(s) and/or my water heater(s). I understand that these LMD(s) will be connected to the equipment already existing on my property or leasehold. As part of this agreement, and because BEMC is providing the CENT\$IBLE POWER program to me at no cost, I agree to hold harmless BEMC, PowerSouth, their employees and agents, and any contractor hired by BEMC or PowerSouth in connection with the CENT\$IBLE POWER program. This hold harmless agreement applies to all aspects, including all potential liabilities arising from, the installation and operation of the LMD(s) and related equipment on my property or leasehold. I agree not to hold BEMC, PowerSouth, their agents, or their contractors liable for the malfunction of the LMD(s) or any equipment, including my water heater(s) and HVAC system(s), which could be affected by this Agreement.

BALDWIN COUNTY ELECTRIC
MEMBERSHIP CORPORATION,
An Alabama rural electric cooperative

By: 
KAREN L. MOORE
Its Chief Executive Officer

Member's Printed Name

Member's Signature

Member's Account Number

Member's Service Address