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Terms & Conditions

Date: 7/1/2019

Customer Name:	CITY OF NIAGARA FALLS	Vendor:	LIME ENERGY SERVICES COMPAN
Address:	320 3RD ST, PARKING LOT	Audit Date:	07/01/2019
Town, State, and Zip Code:	NIAGARA FALLS, NY 14303	Auditor	DENNIS GRUARIN
Account Number:	05810-10004	Application No:	9774374

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 110 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and 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

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement. Measure installations must be completed between 1/1/2019 - 12/31/2019.

3. Warranty and Disclaimers

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

(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 NOR 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 result 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 Contractor to perform the installation work.

(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 Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (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 the Company's program budget.



Initial Here: _____