Saver’s Switch® Agreement

General terms: This Agreement is entered into by and between Xcel Energy and the customer.

1. Customer desires to participate in Xcel Energy’s Saver’s Switch Program. Participation in the program is governed by this Agreement and the terms and conditions of Xcel Energy’s tariff on file with the Public Utilities Commission. The customer hereby grants permission for Xcel Energy to install, operate and maintain a radio-activated “switch” and monitoring equipment (“Switch Equipment”) on all of the customer’s air conditioning units at the customer’s premises at a time convenient to both parties.

2. If the customer is a tenant, customer shall obtain the building owner’s consent to the presence of the Switch Equipment by signing the Xcel Energy “Building Owner’s Consent Form” (Consent Agreement). This Agreement shall not become effective unless and until the building owner’s signature appears on the Consent Agreement.

3. The discount contemplated in this Agreement shall start after the Switch Equipment has been installed and the Customer’s rate has been changed. It shall continue for a period of not less than one year.

4. This Agreement shall remain in effect, unless terminated pursuant to other provisions of this Agreement or Xcel Energy’s tariffs, until either Xcel Energy or the customer gives thirty days (30) written notice to the other Party of the desire to have the Agreement terminated or until the program is discontinued by Xcel Energy. This notice must be given at least thirty (30) days prior to such early termination date.

5. If the customer terminates this Agreement prior to one year after the switch installation and the rate has been changed, or if Xcel Energy terminates this Agreement because of customer failure to honor the terms of this Agreement at any time, or upon discovery of any tampering with Switch Equipment, then Xcel Energy shall have the right to terminate this Agreement immediately and/or immediately discontinue switching of customer’s equipment and application of discount.

6. Upon termination by either party for any reason, Xcel Energy shall have the right to discontinue switching by option of leaving the Switch Equipment in place and not sending a signal to the Switch Equipment during control periods, rendering the Switch Equipment inactive; by removing the Switch Equipment and/or monitoring equipment at Xcel Energy’s convenience or by any other means Xcel Energy determines appropriate. In the event the customer requests removal of the Switch/monitoring equipment immediately following termination of this Agreement by either party, or if the customer fails to honor this Agreement, then Xcel Energy will remove the Switch Equipment and customer agrees to pay the cost of such removal.

7. All air conditioning units/equipment at the customer’s premises must have the Switch Equipment installed and operable, except those units that have been exempted by Xcel Energy. If Xcel Energy is unable to install the Switch Equipment on some air conditioning units/equipment, Xcel Energy shall determine if those units will be exempted or if participation in the program is not possible.

8. Customer agrees not to tamper with Switch Equipment and to reasonably attempt to restrict access by others to the Switch Equipment. If the Company determines that its load management equipment on the customers’ premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then the Company may discontinue the customer’s participation in the program. The customer would be billed for all expenses involved with the removal of the load management equipment and any charges resulting from the investigation of the device tampering. The Company may rebill all prior load management credits received by the customer to the date the tampering appears to have first occurred or the previous twelve months, whichever is longer. The customer will be removed from the program and is not eligible to participate again for twelve months. The Company will verify installation has been corrected before the customer is permitted to participate in the program.

9. Customers will receive a discount on their electric bill in accordance with Xcel Energy’s tariff on file with the Public Utilities Commission.

10. Customer discount will be effective after the Switch Equipment has been installed and the rate has been changed. Xcel Energy will notify the local or State inspector to determine if the installation meets code.

11. Xcel Energy will pay for the installation and maintenance of the Switch Equipment unless damaged by the customer.

12. Xcel Energy will not make any roof penetrations or other roof alterations on the customer’s premises.

13. Xcel Energy owns and operates the Xcel Energy-installed Switch Equipment on the customer’s air conditioning units/equipment. If this Agreement is terminated in any way, customer shall grant Xcel Energy access to the customer’s premises to install, maintain, service and remove the Switch Equipment and any other necessary equipment. This provision shall survive termination of the Agreement.

14. After Xcel Energy notifies the customer, Xcel Energy or an Xcel Energy contractor will have access to the customer’s premises at all reasonable times to read Switch Equipment, make repairs, make inspections or for any other reason incident to the services provided by Xcel Energy pursuant to this Agreement. Refusal by the customer to allow such services to be performed shall be cause for termination and render this Agreement voidable at the election of Xcel Energy.

15. The Customer will notify Xcel Energy when adding or removing any air conditioning units/equipment that could affect participation in this program.

16. If the Customer fails an electrical inspection due to the improper installation of the Switch Equipment, Xcel Energy will correct the code violation at no charge. If a customer fails an inspection due to the customer’s improper wiring or any other reason other than the improper installation of the Switch Equipment, the customer will be ineligible for the program, and this Agreement shall become null and void.

17. Customer may terminate or cancel this Agreement without penalty within 72 hours from the date the Building Owner’s Consent Form is first signed.

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