

## Customer Audit Access Agreement

As part of its New Jersey Board of Public Utilities (“NJBP”) approved Clean Energy Future – Energy Efficiency Program, Public Service Electric and Gas Company (“PSE&G”) is offering the Energy Saver Program (a/k/a the Direct Install Program) (the “Program”) to customers in its electric and/or gas service territory. The Program may provide eligible customers with a “walk through” energy audit (“Audit”) of the subject facility (“Facility”) to determine whether the Facility may benefit from participating in the Program. Results of the Audit will be used to determine which energy efficiency measures (“EEMs”) are recommended for installation. Upon Customer’s acceptance of the “Energy Efficiency Upgrade Proposal,” the work to be performed thereunder will be deemed the “Project.”

### Customer Information

Customer Name:

Owner  Tenant  
(Owner Consent required; see attached)

Customer’s PSE&G Account Number:

### Billing Information (if different):

PSE&G Account Number (if different):

Contact Name:

Contact Phone:

Contact Email:

### Facility Information

Facility Name:

Address:

Suite/Unit:

Municipality:

ZIP:

Facility Type:

Municipal/State/Federal  Non-Profit  Small Business (  Check if located in a UEZ )  
 Other \_\_\_\_\_

NAICS Code\*: \_\_\_\_\_

Primary Building Use, NAICS description :

\*The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

## Terms and Conditions

Customer grants PSE&G and its designee reasonable access to the Facility to perform the Audit, subject to the following terms and conditions:

1. The Audit shall be performed at no cost to Customer. In the event that Customer is not the owner of the Facility, Customer will obtain the consent of the owner as set forth in the Owner Consent to Conduct Audit, attached hereto.
2. The Audit results will identify whether the Facility may be suitable for any energy saving upgrades to lighting, refrigeration and/or HVAC. Company does not guarantee that the Audit will identify any or all EEMs that may be suitable for the Facility. Company does not warrant that, if Customer agrees to implement the recommendations of the Audit, Customer will realize energy savings. The information provided in the "Energy Efficiency Upgrade Proposal" is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.
3. Customer agrees to indemnify, defend, and hold harmless Company, its employees and designees (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorneys fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from this Agreement or the right of access granted herein except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
4. PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to this Agreement or the right of access granted herein, shall, under no circumstances, exceed the cost of the Audit if one is performed. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue), whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.
5. Customer agrees that (i) it possesses all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organizational documents; (iii) this Agreement has been duly executed and delivered; and (iv) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer.
6. **Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Agreement.**
7. Customer agrees that this Agreement constitutes the full, complete, and only agreement from Customer for the benefit of PSE&G and supersedes any previous representations or agreements with respect to the subject matter hereof.
8. Each party shall consider all information furnished by the other to be confidential. Customer-specific information shall only be used by PSE&G in compliance with any applicable regulations and statutory obligations or as otherwise authorized by Customer.
9. Customer agrees (A) That the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.
10. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
11. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the parties, or an agreement to enter into any business relationship.

For information on Energy Performance Contracting for government entities, please visit the [Energy Savings Improvement Program \(ESIP\) page \[njcleanenergy.com\]](#).

### Authorized Signature of Customer:

Customer Name:	Signature:	
Signatory Name (Print):	Title:	Date:
PSE&G Program Representative:		



**Owner Consent to Conduct Audit**

Tenant Name:	Facility Name:		
Customer’s PSE&G Account Number:	Title of Contact Person:		
Facility Street Address:	City:	State: NJ	ZIP:

The undersigned, a duly authorized representative of the owner of the Facility, does hereby:

1. consent to Public Service Electric and Gas Company (or its designee) (“PSE&G”) to enter the Facility to conduct a free energy audit (“Audit”) pursuant to PSE&G’s Energy Saver Program (a/k/a the Direct Install Program),
2. acknowledge that the purpose of the Audit is to identify potential measures that, if implemented, may result in energy savings to the owner or tenant occupying the Facility, and in consideration thereof, does further
3. agree to indemnify, defend, and hold harmless PSE&G or its designee from all claims arising under or pursuant to the Audit.

**The Tenant identified above will be billed for any energy saving upgrades at the Facility implemented under the Program.**

**Authorized Signature of Customer:**

Date:	Owner Name:		
Owner Signature:	Owner Signatory Name (Print):		
Owner Street Address:	City:	State: NJ	ZIP:
Owner Phone:	PSE&G Program Representative:		

