

ATTACHMENT 3

GENERAL CONDITIONS

FOR

RESIDENTIAL and HARD-TO-REACH STANDARD OFFER PROGRAM

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1.0 DEFINITIONS

The following definitions shall apply to the Contract, all Contract Documents and Amendments thereto and to related correspondence. A word or expression defined in this Contract containing capital letter(s) shall be identified, in any section of this Contract where the whole text is printed in block capitals, by such word or expression being underlined and/or printed in a more prominent typeface.

- 1.1 "Baseline" is generally defined, for the purposes of determining estimated and measured energy savings for equipment replacement projects implemented under the SOP, as the energy consumed by equipment with efficiency levels that meet the applicable current federal standards and reflects current market conditions. The baseline may be determined by the equipment or conditions currently in place under the following conditions: a) when federal energy efficiency standards do not apply, or b) when the existing equipment can be shown by the Project Sponsor to have a remaining service life of at least ten years.
- 1.2 "Contract" shall mean, collectively, the entire agreement between Owner and Project Sponsor, the terms and conditions incorporated therein and other documents, if any, which are by reference made a part of the Contract and providing for signature of a duly authorized representative of each party thereto.
- 1.3 "Contract Administrator" shall mean Owner's duly authorized agent who shall initiate and administer all contract activities related to the contractual terms and conditions.
- 1.4 "Contract Documents" shall mean all documents incorporated herein by reference, including all other documents as further defined in Article 2.0 hereof.
- 1.5 "Contract Price" shall mean the total monies, adjusted in accordance with the provisions of the Contract Documents, paid or payable to Project Sponsor for performance of the Work.
- 1.6 "Contract Supplement" shall mean the written instrument describing additions, changes or deletions to Project Sponsor's scope of work as defined by the Contract Documents, or in the time of performance of the Contract (or any other change desired by Owner) authorized and executed by duly authorized representatives of the parties hereto with the same formality as this Contract.
- 1.7 "Deemed Energy Savings" shall mean a pre-determined, validated estimate of Energy Savings attributable to a Measure in a particular type of application that CenterPoint Energy, Inc. may use instead of Measured Energy Savings.
- 1.8 "Deemed Peak Demand Savings" shall mean a pre-determined, validated estimate of Peak Demand Savings attributable to a Measure in a particular type of application that CenterPoint Energy, Inc.-may use instead of Measured Peak Demand Savings.
- 1.9 "Deemed Savings" shall mean the sum of Deemed Energy Savings and Deemed Peak Demand Savings.
- 1.10 "Day" shall mean a calendar day.

- 1.11 "Drawings" shall mean collectively, all drawings Owner may issue from time to time in order to clarify or explain such drawings or to show details that are not shown thereon.
- 1.12 "Energy Savings" shall mean a quantifiable reduction in a customer's consumption of energy, or the amount by which energy consumption is reduced, as a result of the installation of qualifying energy-efficient equipment. Energy Savings will be determined by comparing the efficiency of the installed equipment to that of an appropriate baseline.
- 1.13 "Estimated Energy Savings" shall mean the Energy Savings expected to be derived in a single year from Measures to be installed or actually installed at the Project Site.
- 1.14 "Estimated Peak Demand Savings" shall mean the Peak Demand Savings expected to be derived in a single year from Measures to be installed or actually installed at the Project Site.
- 1.15 "Estimated Savings" shall mean the sum of Estimated Energy Savings and Estimated Peak Demand Savings.
- 1.16 "Governmental Authority" shall mean any federal, state, local or municipal governmental body or agency or subdivision thereof, including, but not limited to, any legislative or judicial body, having appropriate jurisdiction to exercise authority or control over Owner, its parent corporation, or any part or all of the Work to be performed under this Contract.
- 1.17 "Hard-to-Reach Customers" shall mean customers with an annual household income at or below 200% of the federal poverty guidelines.
- 1.18 "Host Customer" shall mean a qualifying residential and small commercial customer of CenterPoint Energy, Inc. that owns or leases and is the occupant of a home treated as a Project Site and that has either entered into a Host Customer Agreement with Project Sponsor or is acting as its own Project Sponsor for the installation of Measures as a part of the Project.
- 1.19 "Host Customer Agreement" shall mean the agreement between Host Customer and Project Sponsor that specifies the rights and obligations of each party with respect to the installation of the Measures and other related and/or unrelated matters at the Project Site.
- 1.20 "Measure" shall mean new equipment, material, or systems that improve the electrical efficiency of existing and ongoing electricity-consuming end uses which meet the requirements of the Contract Documents, Measures will not include equipment, material or systems that are installed as a part of new construction or major rehabilitation projects.
- 1.21 "Measured Energy Savings" shall mean the Energy Savings derived during the Performance Period from the Measures installed at the Project Site as determined in accordance with the Measurement and Verification Plan, set forth in Appendix C.
- 1.22 "Measured Peak Demand Savings" shall mean the Peak Demand Savings derived during the Performance Period from the Measures installed at the Project Site as determined in accordance with the Measurement and Verification Plan set forth in Exhibit C.

- 1.23 "Measured Savings" shall mean the sum of Measured Energy Savings and Measured Peak Demand Savings.
- 1.24 "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Contract.
- 1.25 "Owner" shall mean CenterPoint Energy, Inc., or its representatives, successors, or assigns.
- 1.26 "Peak Demand" shall mean electrical demand at the time of highest annual demand on the utility's system measured in 15-minute intervals.
- 1.27 "Peak Demand Savings" shall mean, for purposes of the CenterPoint Energy, Inc. Standard Offer Program, the maximum average load reduction occurring during any one-hour period between 1 PM and 7 PM CDT weekdays, from May 1 through September 30 (holidays excluded). Peak Demand Savings will be determined by comparing the efficiency of the installed equipment to that of an appropriate baseline.
- 1.28 "Performance Period" shall mean the one-year period following the approval of a Project Sponsor's Project Implementation Report during which measurement and verification are to take place.
- 1.29 "Personnel" shall mean Project Sponsor's employees or subcontractor employees performing Work under this Contract.
- 1.30 "Project" shall mean the sum of all activities required to achieve the estimated Energy Savings and Peak Demand Savings included in the Project Sponsor's application.
- 1.31 "Project Manager" shall mean Owner's designee who shall manage and coordinate the work activities furnished under this Contract.
- 1.32 "Project Sponsor" shall mean the party who is the provider of the energy efficiency services being purchased under this Contract and who is entering into this Contract with Owner.
- 1.33 "Project Sponsor's Representative" shall mean the person designated by the Project Sponsor to represent the Project Sponsor during the term of the Contract.
- 1.34 "Project Site" shall mean the location of a Customer's facilities where approved Measures will be installed and from which Peak Demand Savings and Energy Savings will be obtained. A single Project may include Measures installed at multiple sites.
- 1.35 "Prudent Electrical Practices" shall mean those practices, methods, standards and equipment commonly used in prudent Electrical engineering and operations to operate Electrical equipment lawfully and with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and any other applicable federal state and local codes provided, however, that in the event of a conflict, the applicable federal, state or local code shall govern.

- 1.36 "Self-Install Project Sponsor" shall mean an eligible Small Commercial Customer acting as its own Project Sponsor.
- 1.37 "Small Commercial Customer" shall mean a retail commercial customer with a maximum demand that does not exceed 100 kW, or a group of retail commercial customer under common ownership, the maximum combined demand of which does not exceed 100 kW.
- 1.38 "Specifications" shall mean collectively, all technical descriptions and data referenced in the Contract, and such amendments, revisions, deductions or additions as may be made and all written agreements made or to be made, pertaining to the processes, workmanship, products and quantities and qualities of the materials to be furnished under this Contract.
- 1.39 "Subcontractor" shall mean any person, firm, partnership, association, joint venture, company, corporation or other entity, regardless of tier, engaged by Project Sponsor to provide any part of the Work under this Contract.
- 1.40 "Work" shall mean any and all labor, evaluations, reports and services, including all equipment, material, duties and obligations that are the responsibility of Project Sponsor under this Contract.

2.0 CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the Contract Signature Page, the Compensation Schedule, the Scope of Work, these General Conditions for Residential & Small Commercial Standard Offer, the Supplier Diversity Policy Statement & Purchasing Guidelines, and any and all other exhibits, addenda, drawings and/or specifications, and any Contract Supplements issued subsequently.
- 2.2 The Contract Documents are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event there are any conflicting provisions or requirements in the Contract Documents, the provisions and requirements thereof shall take the following order priority:
1. Contract Supplements
 2. Compensation Schedule
 3. Scope of Work
 4. General Conditions General Conditions for Residential & Small Commercial Standard Offer
 5. Supplier Diversity Policy Statement and Purchasing Guidelines
 6. Contract Signature Page

Owner assumes no responsibility for bidding errors or omissions caused by failure of Project Sponsor or any of its Subcontractors to inspect and familiarize themselves with the complete set of Contract Documents.

3.0 EFFECT OF HEADINGS

Article headings appearing in this Contract are for convenience and reference only and shall in no way be construed to define, limit or interpret the text hereof.

4.0 APPLICABLE STATE LAW

The rights, obligations and remedies of the parties to this Contract shall be interpreted and governed in all respects by the laws of the State of Texas. Should any provision of this Contract or part thereof, or the application of any provision or part thereof, be judicially determined to be illegal or invalid or otherwise unenforceable, the validity of the remaining provisions or parts thereof and other applications of such provisions or parts thereof shall not be impaired.

5.0 NOTICES AND CORRESPONDENCE

5.1 All Notices or correspondence arising from or pertaining to the legal requirements, terms & conditions or the performance required by this Contract shall be in writing and either delivered in person or sent by registered or certified mail to the appropriate individual at the following addresses:

(a) To Owner:

CenterPoint Energy, Incorporated
Attn: Samantha Wade
P. O. Box 4567 - SHC D, rm 274A
Houston, TX 77210-4567

(b) To Project Sponsor: Address stated on the Contract Signature Page.

5.2 All Notices or correspondence to Owner arising from or pertaining to project administration shall in writing and either delivered in person or sent by registered or certified mail to the appropriate individual at the following address:

CenterPoint Energy, Inc.
Attn: Yolanda Slade
1111 Louisiana, Suite 965A
Houston, TX 77002

- 5.3 Either of the parties may, at any time, change its mail or delivery address by giving the other party ten (10) days prior written Notice.
- 5.4 The effective date of any written Notice delivered or mailed pursuant to this Contract shall be the date of receipt by the Owner or Project Sponsor, as applicable, if delivered, or the postmark date if mailed.

6.0 AUTHORIZATION TO COMMENCE WORK

Project Sponsor shall not commence Work until receipt of a signed Contract.

7.0 EQUAL EMPLOYMENT OPPORTUNITY

Project Sponsor represents that it is in compliance with all applicable laws, regulations and orders with respect to equal employment opportunity and either has heretofore provided or will provide to Owner the certifications and representations regarding equal employment opportunity that Owner may require under such laws, regulations and orders.

8.0 NON-WAIVER OF RIGHTS

Failure of either party to insist upon strict performance of any of the provisions hereof, or failure or delay in exercising any rights or remedies provided herein or by law, or Acceptance of, or use of or payment for the Work, or any part or combination thereof, or any approval of Work, or any purported oral modification or rescission of this Contract, or any part hereof, by any employee or other authorized representative of one party shall not release the other party of any obligations under this Contract and shall not be deemed as a waiver of any of the right to insist upon strict performance hereof or of any of rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

9.0 PROJECT SPONSOR'S REPRESENTATIONS

Project Sponsor represents that the project schedule, and applicable compensation is based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of Owner. Owner assumes no responsibility for any understanding or representation made or alleged to have been made by any of its representatives, unless such understandings or representations are expressly and fully stated in this written Contract.

10.0 SAFETY AND HEALTH

- 10.1 Project Sponsor shall be solely responsible for the safety and health of its Personnel, its Subcontractors' Personnel, and other persons required in the execution of the Work.
- 10.2 Project Sponsor shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to all Personnel engaged in the Work and any other persons who may be affected thereby;

11.0 STANDARDS, CODES, LAWS AND REGULATIONS

- 11.1 Project Sponsor shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Contract.
- 11.2 *PROJECT SPONSOR SHALL, AT ITS OWN EXPENSE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS PARENT CORPORATION, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS OR DAMAGES ASSESSED AGAINST OR INCURRED BY OWNER, ITS PARENT CORPORATION, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OR ANY OF THEM (INCLUDING ATTORNEYS' FEES AND OTHER COURT COSTS INCURRED BY ANY PARTY INDEMNIFIED HEREUNDER) OR OTHERWISE SUFFERED BY ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF NONCOMPLIANCE BY PROJECT SPONSOR WITH THIS ARTICLE 11.0.*
- 11.3 Project Sponsor shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work, unless otherwise specified in the Contract Documents.

12.0 INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

- 12.1 Project Sponsor agrees to perform the Work as an independent contractor and not as a subcontractor, agent or employee of Owner.
- 12.2 Project Sponsor shall be fully responsible for all acts and omissions of its Personnel and its Subcontractors and Subcontractor's suppliers and their employees and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Contract requirements.
- 12.3 There shall be no contractual relationship between Owner and any of Project Sponsor's subcontractors or suppliers, arising out of or by virtue of this Contract. Owner shall not be responsible for the payment of any sums to any subcontractor or supplier.

- 12.4 Project Sponsor shall include in all formal agreements with Vendors and Subcontractors liability limitation, suspension, termination and attorneys' fees terms at least as favorable to Owner as those set forth herein. SHOULD *PROJECT SPONSOR* FAIL TO OBTAIN SUCH LIABILITY LIMITATION, TERMINATION, SUSPENSION AND ATTORNEYS' FEES RIGHTS IN VENDOR AND SUBCONTRACTOR AGREEMENTS, *PROJECT SPONSOR* SHALL INDEMNIFY AND HOLD *OWNER* HARMLESS TO THE EXTENT THAT ANY SUBCONTRACTORS OR VENDORS ASSERT CLAIMS OR CAUSES OF ACTION FOR DAMAGES IN EXCESS OF AMOUNTS PERMITTED PURSUANT TO TERMINATION (WITH OR WITHOUT CAUSE) AND/OR SUSPENSION INCLUDING ATTORNEY'S FEES.

13.0 ASSIGNMENT AND SUBCONTRACTING

- 13.1 Neither this Contract nor the duties to be performed hereunder nor monies to become due hereunder shall be subcontracted, assigned, delegated or otherwise disposed of by Project Sponsor without prior written consent of Owner.
- 13.2 Neither permitted assignment of this Contract nor delegation of any duties hereunder shall relieve Project Sponsor of any of its obligations hereunder.
- 13.3 If this Contract should be permitted by Owner to be assigned by Project Sponsor, it shall be binding upon and shall inure to the benefit of the permitted assignee.

14.0 FORCE MAJEURE

- 14.1 Performance of this Contract by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, or floods. In the event of any delay resulting from such causes, the time for performance of each of the parties hereto (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delays. No further modification to other terms and conditions of this Contract shall occur.
- 14.2 In the event of any delay or nonperformance caused by the above causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and shall indicate whether it is anticipated that any completion dates will be affected thereby.

15.0 INSPECTION, TESTING AND ACCEPTANCE

- 15.1 All Work commenced pursuant to this Contract shall be subject to inspection by the Owner. All Project Sponsor's procedures and records pertaining to the Work shall be made available to Owner for review prior to said inspections. In the event Project Sponsor employs Subcontractors for any part of the Work, Project Sponsor shall require its Subcontractors to comply with the provisions of this Article 15.0 as they pertain to rights and remedies of Owner provided herein.
- 15.2 Inspection by the Owner of any Work does not relieve Project Sponsor from any responsibility regarding defects or other failures to meet the Contract requirements.
- 15.3 Project Sponsor shall provide and maintain an inspection system acceptable to Owner covering the items required by this Contract. Records of all inspection work by Project Sponsor shall be kept complete and available to the Owner during the performance of this Contract and for such longer period as may be specified by applicable codes, laws, ordinances or statutes.
- 15.4 Any Work that is not in accordance with the Contract Documents shall not relieve Project Sponsor from correcting such Work at no additional compensation.

16.0 INDEMNITY

PROJECT SPONSOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD *OWNER*, ITS CORPORATE AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER ARISING IN FAVOR OF *PROJECT SPONSOR* OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, PERSONNEL FURNISHED BY *PROJECT SPONSOR* OR ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER) ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED BY *PROJECT SPONSOR* HEREUNDER OR OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE PRESENCE OF *PROJECT SPONSOR*, ITS PERSONNEL, AGENTS, SUPPLIERS AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL) ON THE PREMISES, ALL REGARDLESS OF WHETHER SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF *OWNER*, ITS CORPORATE AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

17.0 INSURANCE REQUIREMENTS

- 17.1 Worker's Compensation and Employer's Liability -Project Sponsor and subcontractors of any tier retained by and through Project Sponsor shall purchase Workers Compensation insurance, and shall comply with all requirements of Workers Compensation laws of the state in which such work is being performed. Project Sponsor shall in addition carry Employer's Liability Insurance covering all operations and work hereunder in any amount not less than \$500,000 per person. (Likewise,

coverage for U.S. Longshoreman's and Harbor Worker's Act, and the Jones Act shall be included with appropriate limits where required.)

- 17.2 General Liability and Automobile Insurance - Project Sponsor agrees to carry at its sole expense, General Liability Insurance, including Broad Form Contractual Liability, Products/Completed Operations, Broad Form Property Damage covering all operations and work hereunder for all liability arising out of injury to or death of one or more persons and injury to or destruction of property in amounts not less than:

General Aggregate	\$2,000,000
Products - Comp/Ops Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

(An "aggregate" is the most the policy will pay out regardless of the number of claims; "each occurrence" is the maximum the policy will pay on each individual claim.)

SUCH INSURANCE SHALL SPECIFICALLY REFER TO THIS *CONTRACT* AND SHALL SPECIFICALLY COVER THE LIABILITY ASSUMED BY *PROJECT SPONSOR* AS STATED WITHIN THE INDEMNITY PROVISIONS OF THE *CONTRACT*.

Project Sponsor agrees to carry, at its sole expense, Automobile Liability Insurance on all automobiles owned and hired, as well as automobile non-ownership liability insurance in the amounts of not less than \$1,000,000 for all liability arising out of injury to or death of one or more persons in any one occurrence, and not less than \$1,000,000 for all liability arising out of injury or destruction of property in any one occurrence.

- 17.3 The insurance required by Paragraph 17.2 above shall include Owner as an Additional Insured with respect to all operations and work hereunder and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to Additional Insured is to be primary of any other valid and collectible insurance.

The insurance required by Paragraphs 17.1 and 17.2 shall include a Waiver of Subrogation in favor of Owner.

- 17.4 Prior to commencing the Work, Project Sponsor shall furnish Owner certificates of the insurance required in the above sections, which shall be in companies and in form satisfactory to Owner. Such certificates shall provide that thirty (30) days written notice shall be given to Owner prior to cancellation of or material change in the coverage. Subject certificates shall reflect a Waiver of Subrogation in favor of Owner, and Owner as an Additional Insured, as appropriate. In addition, Project Sponsor shall obtain Insurance Certificates from any and all subs at every tier, and insure that subcontractor's coverages meet the requirements of this Contract, prior to the subcontractors beginning Work. Copies of first tier subcontractors' insurance certificates shall subsequently be furnished to Owner by Project Sponsor.

- 17.5 All such insurance required above shall provide insurance for occurrences during the performance of services by Project Sponsor and all subcontractors pursuant to this contract and for a period of two (2) years after completion of the contract. In the event that any insurance as required herein is available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the commencement of work or delivery to Owner of products under this contract and such insurance shall be maintained by Project Sponsor with a retroactive date not later than the retroactive date required above. If the date purchase of an "optional extension period," "optional claims reporting period" or other similarly titled clause is necessary to maintain coverage as required hereunder, such clause shall provide insurance for all occurrences as required herein, aggregate limits of such insurance shall be reinstated to the full extent permitted by such insurance policy and shall provide insurance for all claims made after completion of the work under this contract by Project Sponsor. The limits of liability of such insurance as required herein shall remain unimpaired to the full extent permitted by such insurance policy and Project Sponsor shall execute all procedures necessary to remove any such impairment.

FAILURE OF THE *PROJECT SPONSOR* TO PROVIDE INSURANCE AS HEREIN REQUIRED OR FAILURE OF *OWNER* TO REQUIRE EVIDENCE OF INSURANCE OR TO NOTIFY *PROJECT SPONSOR* OF ANY BREACH BY *PROJECT SPONSOR* OF THE REQUIREMENTS OF THIS PARAGRAPH SHALL NOT BE DEEMED TO BE A WAIVER BY *OWNER* OF ANY OF THE TERMS AND CONDITIONS OF THIS *CONTRACT*, NOR SHALL THEY BE DEEMED TO BE A WAIVER OF THE OBLIGATIONS OF THE *PROJECT SPONSOR* TO DEFEND, INDEMNIFY, AND HOLD HARMLESS *OWNER* AS REQUIRED HEREIN.

All insurance as required herein shall be primary to any other insurance coverage purchased and shall be issued by an insurer licensed to do business in the state of Texas having a Best's Rating of not less than "A" and a net surplus of not less than \$25,000,000. The Project Sponsor's obligation to provide for the continuation of such insurance shall survive completion of performance by the Project Sponsor under this Contract.

- 17.6 The above insurance requirements are minimum requirements and shall not limit Project Sponsor's liability to Owner in any manner.

18.0 SCHEDULING AND REPORTS

Project Sponsor shall provide to Owner an Installation Report and a Savings Report and shall submit these reports as required by the Scope of Work.

19.0 TERMINATION FOR CAUSE OR CONVENIENCE

- 19.1 Either party shall have the right to terminate this Contract in whole or in part at any time by written Notice to the other party. Any such written Notice shall specify the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.
- 19.2 In the event of termination by Owner as provided herein, Owner shall compensate Project Sponsor for any installed and inspected Work that meets the program requirements. Owner shall not be required to compensate Project Sponsor for expenses connected with preparation of an Initial or Final Application, or any other cost not directly approved by Owner.
- 19.3 In the event of termination, those provisions of this Contract that by their nature continue beyond the Termination of this Contract shall remain in full force and effect after such termination.
- 19.4 The rights and remedies of Owner provided in this Article 19.0 are not exclusive and are in addition to any other rights and remedies provided under this Contract, or at law, or in equity.

20.0 COMPLETE AGREEMENT

This Contract is intended as the exclusive statement of the agreement between the parties. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Contract, and recourse shall not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to vary or contradict the express terms of this Contract. This Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed by duly authorized representatives of both parties with the same formality as this Contract.