

PSE&G Small Business Direct Install Program Audit Access Agreement

AUDIT CONSENT

Installation Address:

Business Name: _____
Name: _____
Street: _____ Floor/Apt: _____
Municipality: _____
Business Phone: _____ Cell Phone: _____
PSE&G Account Number: _____
Type of Business: _____

Billing Information:

Same as Installation Address

Owner Tenant (Landlord Permission Required) Landlord

Bill to:
Name: _____
Street: _____ Floor/Apt: _____
Municipality: _____
Account Number: _____

- A. The Customer desires Public Service Electric and Gas Company (the "Company") to perform a "walk through" energy audit (the "Audit") on Customer's small business (the "Business") to determine whether Customer may benefit from participating in the Company's Small Business Direct Install program (the "Program"); and
- B. The Customer agrees to authorize and permit the Company or its designee to enter the Business to conduct the Audit subject to the terms and conditions below:
1. Customer grants the Company or its designee reasonable access to the Business to perform the Audit at such date and time as the Parties shall mutually agree. The Audit shall be performed at no cost to the Customer. **In the event that Customer is not the owner of the building in which the Business is located, Customer will obtain the consent of the owner or landlord as set forth in Attachment 1 - Audit Access Agreement for Landlord Consent.**
 2. The Company will deliver a copy of the Audit results to the Customer as soon as practicable. The Audit results will identify whether the Business may be suitable for some or all of the following energy savings measures: lighting upgrades; insulation upgrades; refrigeration upgrades or heating/ventilation/air condition upgrades. The Company does not promise that the Audit will identify any or all energy savings measures that may be suitable for the Business. The Company does not warrant that, if the Customer agrees to implement the recommendations of the Audit, the Customer will realize energy savings.
 3. Customer agrees to indemnify, defend, and hold harmless the 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 attorney 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 except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
 4. Customer agrees that (i) it possesses all requisite power and authority to enter into and perform this Consent and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Consent 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 Consent constitutes the legal, valid, binding, and enforceable agreement of Customer.
 5. Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Consent. Customer agrees that this Consent constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements, and this Consent shall not be amended except in writing signed by duly authorized representatives of both Parties.
 6. CUSTOMER AGREES (A) THAT THE LAWS OF THE STATE OF NEW JERSEY SHALL GOVERN THIS CONSENT, 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.
 7. In the event any provision of this Consent shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Consent shall remain in full force and effect to the maximum extent possible.
 8. This Consent is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or their form of business association between the Parties, or an agreement to enter into any business relationship.

Authorized Signature of Customer:

CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

By signing below, the Customer agrees to the applicability of the Terms and Conditions described above.

By: _____
Title: _____
Date: _____
PSE&G Program Representative Name: _____