



# 2024 OG&E ACCEPTANCE OF AGREEMENT

OG&E has contracted with CLEAResult to sponsor, promote and administer the Commercial & Industrial, Schools and Government, and Small Business programs. \_\_\_\_\_

(herein referred to as "participant") recognizes that they are a willing participant of these programs, which are designed to help lower OG&E bills and free up operating dollars.

This participation agreement reflects the voluntary collaboration between your organization and the OG&E-sponsored programs mentioned above. The terms below and attached as "Exhibit A" detail the general commitments of the participant in order to improve the energy efficiency of their facilities. Applicable program manuals with additional terms will be available for the participant once the program administrator has selected the appropriate program options for a specific participant.

The program administrator agrees to provide services to the participant with the understanding that the participant will exert their best efforts to implement cost-effective energy efficiency recommendations. Projects submitted to the program must be completed by December 1, 2024, to receive incentive funds and allow time for post-installation inspections.

**To participate in these programs, you will need to understand and agree to these terms:**

1. Participant acknowledges that the appropriate program manual will be made available and that they will abide by the terms and processes set forth in this document.
2. Participant will identify a contact person to work with the program throughout the term of this agreement. They will work with the program to identify, assess and implement cost-effective energy efficiency measures.
3. The programs will reserve incentive funds for eligible energy-saving projects and will pay the participant monetary incentives based on projects completed within each program year.
4. Participant will make their best effort to complete and submit relevant project application forms, including necessary supporting documentation for each project, in a timely manner. The project application process is required in order to reserve financial incentives for projects.
5. Participant acknowledges that, as part of their participation in this program, they will maintain eligibility to receive program services and incentives from the date of this participation agreement until December 31, 2024.

**BY ENDORSING BELOW, YOUR ORGANIZATION ACCEPTS THIS AGREEMENT WITH OG&E**

This agreement should be signed by your organization's director, president or similar executive and is valid through the 2024 program year. If participant wishes to end their participation in the program, they may do so at any time by providing the program administrator written notice of their intentions.

Organization:			
Site Name:			
Contact Phone:		Site Address:	
Contact Email:	City:	State:	ZIP Code:
OG&E Account Number*:		Tax ID:	
Type of Project:		Expected Construction Completion Date:	
Incentive will be paid to: Participant: <input type="checkbox"/> Trade Ally:** <input type="checkbox"/>		Incentive Payment Mailing Address:	
Pay to the Order of:	City:	State:	ZIP Code:
First Name:		Last Name:	
<b>Signature:</b>			<b>Date:</b>

Please sign and email to commercial.ar@oge.com

\*If you have more than one account number, please provide a separate list of buildings, physical addresses and account numbers.

\*\*Assignment of funds form required.



## EXHIBIT A

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "Agreement") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("CLEAResult"), and Participant ("Customer") for the purpose of evaluating and installing energy-efficient measures ("EEM") under the Program funded by OG&E ("Sponsor"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "APSC"), Sponsor and Contractor are third-party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion or other publicity of any kind. Customer also confirms that they have not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice, and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program, provided, however, that if Customer does not install all EEM, then they shall return any uninstalled EEM to CLEAResult.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the APSC to access Customer's facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the APSC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the time frame provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the APSC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE APSC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE APSC, SPONSOR NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED THAT FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
7. **INDEMNIFICATION; LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE APSC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Arkansas, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or their duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

