

**AIR CONDITIONER PROGRAM**  
**RESIDENTIAL CONSUMER AGREEMENT**

This AGREEMENT entered into between Washington Electric Cooperative, Inc., (the “Cooperative”), a not-for profit Ohio corporation doing business at 440 Highland Ridge Road, Marietta, Ohio, and \_\_\_\_\_ (the “Consumer”), residing at \_\_\_\_\_, Ohio (“Consumer’s Residence”), located at the Cooperative’s map location \_\_\_\_\_;

**WITNESSETH**

WHEREAS, the Cooperative is engaged in the distribution and sale of electric power and energy at retail in the State of Ohio; and

WHEREAS, the Cooperative offers an Air Conditioner Program (the A/C Program), which provides for Air Conditioning Rebates; and

WHEREAS, the Consumer owns the Consumer’s Residence and has expressed a desire to included the Consumer’s Residence in the A/C Program;

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Cooperative agrees to include the Consumer and the Consumer’s Residence in its A/C Program and the Consumer agrees to participate in therein, subject to the following conditions:

1. The Consumer must reside at and be an owner of the Consumer’s Residence, and purchase electricity from the Cooperative and use a whole house air conditioner or heat pump cooling source for the Consumer’s Residence.
2. The Cooperative will provide for free installation of the load management device (radio-controlled switch), and electrical materials required for the installation (certain limits apply). This Agreement between the Consumer and the Cooperative will remain in

effect for no less than three years and may be continued thereafter unless either party provides written notice of cancellation of the agreement. The Cooperative, at the sole option of the Cooperative, may install a second A/C load management system if the Consumer's Residence and the deferrable load is of sufficient size. The Cooperative will provide the Consumer an approved Installer. Upon installation by the approved Installer, the Cooperative will inspect the installation. Upon the Cooperative's confirmation that the installation is satisfactory, the Consumer shall also be entitled to receive the Cooperative's A/C Rebate.

3. Following the installation, the Cooperative shall retain sole ownership of the radio-controlled load management switch at all times.

4. The Consumer will be responsible for keeping the A/C Facilities in good working order. The Consumer shall promptly arrange for any necessary service or repair to the A/C Facilities to be performed by a HVAC contractor. The Consumer shall be responsible for the cost of all service or repair to the A/C Facilities, except that the Cooperative shall bear the cost for any necessary service, repair or replacement of the load management switch.

5. The Consumer shall make the A/C Facilities and all other load control devices used in the Cooperative's A/C Program available at reasonable times for periodic inspection by the Cooperative.

6. The Consumer shall not engage in or permit any tampering with or removal of the load control device(s). Any such conduct, or termination of participation in the A/C Program by either party, shall entitle the Cooperative, at its option, to remove its load management switch (RCS) and to bill the Consumer for the unused time remaining in the three-year commitment.

7. The Consumer, in recognition that damage may occur during a contractor's installation, removal or repair of the RCS releases and shall hold the Cooperative harmless and indemnify the Cooperative for any and all such damages incurred by the Consumer or other party. This paragraph shall survive the termination of this agreement.

8. This agreement shall terminate upon either party providing written notice to the other party of its desire to terminate this Agreement. However, should the Consumer provide such notice to the Cooperative, or substantially violate the terms of this Agreement before this Agreement has been in effect for at least the minimum term of three years, the Cooperative shall be entitled to recover any prorated balance of the three-year commitment provided to the Consumer pursuant to Paragraph 2 of this Agreement, and all other relief to which the Cooperative may be entitled.

The Consumer authorizes the Cooperative's authorized Installation Contractor to install the radio-controlled load management switch (RCS) and related materials at the Consumer's Residence.

IN TESTIMONY WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consumer

\_\_\_\_\_  
Consumer

**Washington Electric Cooperative, Inc.**

By: \_\_\_\_\_

Director of Marketing & Member Services  
Title