



# STEARNS ELECTRIC ASSOCIATION ENERGYWISE® PROGRAM TERMS AND CONDITIONS

1. Stearns Electric Association reserves the right to inspect all EnergyWise® equipment and associated wiring during normal business hours.
2. This Agreement will remain in effect until terminated by either party, 30 days written notice preferred.
3. Membership in Stearns Electric Association is required. Members who are renters must have the owner of the property co-sign this Agreement.
4. This Agreement must be signed and all EnergyWise® equipment installed, operating and checked out by a Stearns Electric electrician before any lower rate, credit(s) or rebate(s) will be given or issued to the member.
5. Stearns Electric will not be responsible for the installation, operation or maintenance of the EnergyWise® system or related equipment, except that Stearns Electric will retain ownership, maintain and operate the demand response unit (DRU), electric meter and meter socket associated with the said system.
6. It is the responsibility of the member to have all associated equipment installed, hooked-up, wired and inspected by the state electrical inspector before the system is checked out by a Stearns Electric electrician.
7. Installation of the EnergyWise® system should be completed within 60 days from the date signed on the front of this Agreement. Failure to complete the installation of the system within 60 days may result in the loss of all rebates, and the total cost of all associated equipment supplied by Stearns Electric, which is then billed to the member with payment being due immediately.
8. The member shall give written notice to Stearns Electric prior to termination of any program or the removal of any of the EnergyWise® equipment. No member shall be allowed on the same EnergyWise® program for a minimum period of one year from the date of termination.
9. Should participation in the EnergyWise® program(s) be terminated by either party to this Agreement, the member must allow 5 business days for Stearns Electric to come to the premise and remove EnergyWise® equipment. The member shall be responsible for any costs associated with unreturned EnergyWise® equipment.
10. All rebates and/or credits given to a member or made to the member's account for joining any of these programs must be repaid in full to Stearns Electric should the member terminate participation in any program(s) in less than five years from the date signed on the front of this Agreement.
11. All EnergyWise® equipment, rebates and/or credits are non-transferable without the expressed written consent of Stearns Electric.
12. All loads receiving the EnergyWise® rate or credit(s) shall be controlled and must have prior approval from Stearns Electric to participate.
13. Any tampering with the EnergyWise® equipment, associated wiring or controlled loads may result in the termination of this Agreement and any rates and/or credits will be terminated immediately. Any member found in violation of these terms will be subject to prosecution.
14. The member is responsible to notify Stearn Electric when any of the EnergyWise® equipment is damaged, removed, changes made to the system, and/or if any of the seals for the system equipment are broken or cut. If Stearns Electric is not notified in a timely manner, the member may be terminated from the EnergyWise® programs.
15. Members participating in any of these programs shall permit Stearns Electric employees on, and/or in the premises at reasonable times to periodically inspect equipment or gather data to ensure that the EnergyWise® system is operating properly. A road or trail must be provided to equipment installed out in a field.
16. Any metering or controlling equipment for these programs must be mounted outside of all buildings or structures. It must be mounted a minimum of four feet (4') above ground level, but no more than six feet (6'), and be readily accessible to Stearns Electric personnel.
17. Stearns Electric reserves the right to make changes to the EnergyWise® rate and/or credit(s) that are given to a member as deemed necessary to ensure the proper operation and management of these programs.
18. Any member making payment on first bill for electricity for any of these programs shall constitute acceptance of this Agreement.
19. EnergyWise® equipment and systems shall be wired and installed in accordance with Stearns Electric's policies and practices, and in accordance with the Minnesota State Board of Electricity and the current applicable National Electric Code (NEC).
20. Stearns Electric shall not be held responsible or liable for any damages, losses or claims arising from the installation, operation, maintenance or failure of the EnergyWise® system or equipment.
21. Stearns Electric reserves the right to make changes to the terms of this Agreement in case of a utility system emergency or other special need as determined by Stearns Electric or our power provider, Great River Energy (GRE).
22. Future needs may force the requirements for these programs to change. At that time, members participating may be required to make changes to their system(s) to remain on any program(s).