



Business Energy Saver Program

Repayment Agreement

Repayment Agreement

The PSE&G Business Energy Saver Program offers businesses like yours the On-Bill Repayment (OBR) option to cover all or a portion of costs for the Prescriptive Equipment, Custom, Energy Management and Direct Install program installations. We are pleased to present this contract upon your project completion.

Contract # _____

Name (PSE&G Account Holder)

Mailing Address	City	State	ZIP
Phone Number (PSE&G Account Holder)	Email Address (PSE&G Account Holder)		
PSE&G Electric Account Number	PSE&G Gas Account Number		

Business Name

Project Install Address	City	State	ZIP
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Project Number

Project Type Prescriptive Equipment Custom Direct Install Energy Management

Name of Contracting Company

Contractor Contact Name	Contractor Title		
Contractor Mailing Address	City	State	ZIP
Contractor Phone Number	Contractor Email		

Total Project Cost Breakdown

	Total
Total Project Cost	
PSE&G Incentive Contribution	
Customer Payment (optional)	
Total Repayment Balance	
Terms (number of payments)	5 years / 60 months
Monthly Repayment Amount	
Actual Annual Electrical Savings (kWh)	
Average Electrical Rate (\$ per kWh)	
Actual Annual Gas Savings (Therms)	
Average Gas Rate (\$ per Therm)	
Actual Annual Energy Cost Savings	

On-Bill Repayment Participation Agreement

The undersigned customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PSE&G's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Public Service Electric and Gas Company ("PSE&G") shall extend a repayment (the "Repayment") to Customer in the amount of the repayment balance (the "Repayment Balance") pursuant to the terms of this On-Bill Repayment Project Agreement ("Repayment Agreement"). Customer and PSE&G may each be referred to as "Party" or collectively as "the Parties".

Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application. The Work to be performed may also be referred to as the "Project".

To request the Repayment, Customer has submitted a completed On-Bill Repayment Project Application and associated documentation as required by PSE&G (the "Project Agreement"). Collectively the Project Agreement and this Repayment Agreement (including any Adjustment hereunder) comprise the "Agreement".

- 1.) The Estimated Repayment Balance is set forth above. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Repayment Balance, monthly payment, and repayment term specified in this Repayment Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Project Agreement and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work as installed, and the estimated energy savings (as described in the Project Agreement) of such Work. In no event will the Repayment Balance be increased without a revised project application, even if Customer is eligible for such increased Repayment Balance. Accordingly, if after the Adjustment, the Repayment Balance falls above the minimum repayment amount or if the simple payback period exceeds the program maximum payback period, each as described in the Project Agreement, PSE&G shall have no obligation to extend the Repayment, as the Work would not meet program requirements. The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Repayment Agreement, except that any proposed increase in the Repayment Balance will only become part of this Repayment Agreement upon Customer's written consent to such increase.
- 2.) PSE&G shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PSE&G, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.
- 3.) Customer represents and warrants that (a) Customer is receiving this Repayment solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, must be in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Repayment Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding Agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Repayment Agreement, and the performance of the transactions contemplated by this Repayment Agreement; (e) the execution and delivery of this Repayment Agreement by Customer hereunder and the compliance by Customer with all provisions of this Repayment Agreement: (i) will not conflict with or violate any applicable law or regulation; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any repayment Agreement or other contract or Agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PSE&G in the Project Agreement and pursuant to this Agreement is true and accurate.
- Customer represents and warrants to PSE&G that Customer has not received or applied for incentives or services for the same Work from another utility, state, or local program.
- 4.) The monthly payments will be included by PSE&G on the regular energy service bills of the account maintained by Customer, or by separate bill, in PSE&G's discretion. Regardless whether the monthly payments are included in the regular energy service bill or a separate repayment installment bill, the following repayment terms will apply:

a. The Customer agrees to repay to PSE&G the Repayment Balance in the number of payments listed above and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PSE&G utility bill or repayment installment bill rendered in connection with Customer's account (identified by the number set forth above) ("Account"), commencing with the bill which has a due date falling at least 30 days after the date the invoice was issued.

b. If separate energy service bills and repayment installment bills are provided, amounts due under this Repayment Agreement as shown in the repayment installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Repayment Agreement shall be treated as a default under the Account.

5.) Any notice from PSE&G to Customer regarding the Program or the transactions contemplated under the Repayment Agreement may be provided within a PSE&G utility bill or repayment installment bill, and any such notices may also be provided to Customer at the address above or to the Customer's billing address of record in PSE&G's customer billing system from time to time.

6.) The Repayment Balance shall not bear interest.

7.) Customer may, without prepayment penalty, pay the entire outstanding repayment balance in one lump sum payment provided the customer first notifies PSE&G by telephoning the toll free phone number (1-800-436-PSEG (7734)), and sends written notice to PSE&G On-Bill Repayment Program Administrator at the address listed below, in advance of making the lump sum payment.

8.) The entire outstanding Repayment Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

9.) If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Repayment Agreement; 2. the Project Agreement; 3. any documents attached to the Project Agreement.

10.) Independent Counsel

Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this agreement.

11.) Governing Law; Waive Jury Trial

Customer agrees (A) that the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, and (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY IN ANY MATTER ARISING OUT OF OR RELATING TO THE PROGRAM.

12.) Severability

In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

13.) Entire Agreement; Counterparts

The Agreement constitutes the full, complete and only Agreement between the Parties hereto and supersedes any previous Agreements, representations or undertakings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed and delivered by the Parties in separate counterparts by original, facsimile or in PDF format, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

14.) Amendments

This Agreement shall not be amended, modified or otherwise altered, except pursuant to a written agreement signed by the Parties.

15.) No Partnership

This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

16.) Limitation of Liability; Limitation of Actions

In no event will PSE&G or its contractors be liable for any losses, damages, cost or expenses however caused, arising from or relating to this Agreement. PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall, under no circumstances, exceed the cost of Customer's contribution to the cost of the Energy Conservation measures ("ECMs"). PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against PSE&G arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this Paragraph 16 shall survive termination or expiration of this Agreement.

17.) Indemnity

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD PSE&G AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("PSE&G INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) OF ANY KIND OR NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE WORK OR THE PROJECT, INCLUDING BUT NOT LIMITED CLAIMS FOR PERSONAL INJURY, DEATH OR DAMAGE TO REAL OR PERSONAL PROPERTY. CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PSE&G INDEMNITEES SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY INSTANCES TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO COMPANY'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO COMPANY'S SOLE NEGLIGENCE.

18.) Confidentiality

PSE&G shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without Customer's prior written consent. Customer shall consider all information furnished by PSE&G to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without PSE&G's prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to seek protection of its information. Customer expressly understands and agrees that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the ECMs implemented by each Program participant and the energy and cost savings estimates for each Project.

19.) Sale or Transfer of Property

If Customer chooses to pay Customer's Repayment Balance over a period of sixty (60) months and then, as applicable, Customer sells its ownership interest in the Facility, terminates its lease agreement or otherwise vacates the Facility prior to making the final Program payment, then in addition to all other remedies available to Company, Company may declare all of the unpaid Repayment Balance immediately due and payable, and Customer shall immediately pay all of the unpaid amount to Company. Alternatively, PSE&G may allow Customer to transfer the outstanding balance of Customer's Repayment Balance to a different billing account.

- In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) a lease termination or Customer vacates the Facility, (iii) bankruptcy, insolvency or liquidation of Customer or (iv) forced shut down of Customer's operations and/or the Facility, PSE&G's rights to capture and monitor energy savings shall survive.
- Customer must provide PSE&G with ninety (90) days advance written notice of a change of ownership, change of billing account information, or a "customer of record" modification made to the billing account, at the following address:

PSE&G
Attention:
80 Park Plaza, M/C T8
Newark, NJ 07102

20.) Timing

Customer shall have thirty (30) days from receipt of this Agreement in which to review, execute and return the Agreement to PSE&G for countersignature. Failure of Customer to return the executed Agreement may result in Customer's Project being moved to the end of PSE&G's review queue and, as a result of the number of Program applicants and limited Program funding available, Customer may lose funding for its Project.

OBR Repayment Agreed and Accepted

I, _____ (print name) am authorized to sign this agreement for Energy Saver Project _____ (insert project name) and am the property owner. I have read this agreement and hereby agree to the terms set forth in this agreement.

PSE&G Account Holder Signature	Name (PSE&G Account Holder)
Title (PSE&G Account Holder)	Date
OBR Paid to Trade Ally <input type="checkbox"/> Yes <input type="checkbox"/> No	Contractor Federal Taxpayer ID
Contractor Signature	Contractor Name
Contractor Title	Date
PSE&G Account ID # (Customer Acct #)	
Project Number	Actual Project Completion Date