

# 2021

Existing Buildings



## Small Business - Customer Directed Option (CDO)



# 2021 Cape Light Compact CDO Application Process

## Process Description

1. Before starting the application process, check with the Compact's Lead Vendor to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates. Installation should not begin until reviewed and approved by Lead Vendor.
2. Eligible customers must have an annual electric energy consumption less than 1,500,000 kWh. (NOTE: Municipal, County, State and Federal Government buildings are not eligible for this initiative. Contact Cape Light Compact for programs available for these customers).
3. Application shall include detailed specifications and scope of work proposed including, existing scenario, cut sheets of proposed equipment to be installed and pricing, including labor costs.
4. Submit the application to the Compact's Lead Vendor for review and evaluation of potential incentives.
5. The Lead Vendor will conduct a pre-installation site visit to review existing conditions. The Lead Vendor will also assess the rest of the facility for additional energy savings opportunities which the Lead Vendor will bring back to the CDO Vendor for possible inclusion in the scope of work. If CDO Vendor declines the additional measures, the Lead Vendor can then submit a proposal to the customer for the additional opportunities only (the Lead Vendor is prohibited from providing a proposal to the customer on the proposed scope from the CDO Vendor).
6. After successful review and project approval, the Compact or its Lead Vendor will issue a Project Approval Letter to the CDO Vendor and the Customer. The Customer must sign the Project Approval Letter and return to the Lead Vendor within 30 days of issuance, or the incentive offer may be withdrawn.
7. Applicable permits must be secured for each application and a copy provided to the Compact's Lead Vendor.
8. The CDO Vendor must complete the proposed scope of work within 90 days from the date the customer signs the Project Approval Letter.
9. The CDO Vendor must receive the customer's signature on a Certificate of Installation, indicating that the work is complete, and the customer is satisfied with the install.
10. CDO Vendor alerts the Compact's Lead Vendor that the work is complete and submits required documentation, and the Lead Vendor will conduct a post-installation site visit.

## Project Data and Information Requirements

### ***Pre-Installation Documentation – submit with initial application***

#### General Project Description

- General description of facility, its use and typical operation; including hours of operation and occupancy schedules

#### Existing Materials and Equipment

- Detailed description of existing equipment type, energy consumption and hours of operation per area
- Description of any existing controls and sequence of operations

#### Proposed Materials and Equipment

- Detailed description of proposed equipment type, energy consumption and hours of operation per area
- Cut sheets for the materials or performance ratings for equipment being installed
- Description of proposed controls and sequence of operations

#### Energy Savings Calculations

- Show all calculations used to determine energy savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas.
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

### ***Post-Installation***

#### Documents – to be submitted to Compact's Lead Vendor after installation is completed

- A copy of applicable permit(s) secured to support the work in accordance with MA codes and regulations
- An "as-built" Scope of Work that highlights any changes or variances from the original pre-approved Scope of Work
- A CDO Contractor's Certificate of Installation, signed by the Customer. This confirms that the project is complete, and the Customer is satisfied with the installation.

#### Incentive Payments

- The Customer or the CDO Vendor must notify the Compact's Lead Vendor that the project is complete and submit the final required documentation.
- Incentives will be paid out based on project cost, as determined by Cape Light Compact guidelines.
- The CDO incentive offer is only available for retrofit projects and may not be combined with other offers from the Compact or any other Mass Save® program (e.g., New Construction, prescriptive applications, etc.).
- Any materials purchased for use in a CDO project cannot receive an Upstream incentive. Please ensure that you inform your material supplier that the materials for your CDO project should not be submitted for Upstream incentives.
- Any projects found to be in violation of this prohibition will not be eligible to receive incentives via the CDO program. Abuse of this guideline will risk your future participation in the CDO program.

### **Questions? Contact Us.**

Phone: 1-800-797-6699

e-mail: [efficiency@capelightcompact.org](mailto:efficiency@capelightcompact.org)

web: [www.capelightcompact.org](http://www.capelightcompact.org)

# 2021 Cape Light Compact CDO Application

## CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME	CONTACT PERSON	APPLICATION DATE
INSTALL SITE	PHONE	FAX NUMBER
EMAIL ADDRESS	SQUARE FEET (COVERED BY THIS APPLICATION)	
STREET ADDRESS	CITY	STATE ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE ZIP
ELECTRIC COMPANY NAME	ELECTRIC ACCOUNT NUMBER	
GAS COMPANY NAME	GAS ACCOUNT NUMBER	
<b>BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)</b>		
<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL
<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> RELIGIOUS	<input type="checkbox"/> SMALL RETAIL
<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> K-12 SCHOOL	<input type="checkbox"/> UNIVERSITY
<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL OFFICE	<input type="checkbox"/> WAREHOUSE
<input type="checkbox"/> OTHER:		

## PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO: <input type="checkbox"/> CUSTOMER <input type="checkbox"/> VENDOR/INSTALLER	CUSTOMER — TAX ID# (REQUIRED)	VENDOR/INSTALLER — TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT

## CDO VENDOR INFORMATION

CDO VENDOR	CONTACT NAME
STREET ADDRESS	CITY STATE ZIP
PHONE	EMAIL ADDRESS
DATE	CDO VENDOR AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE. IF VENDOR IS PAYEE, VENDOR AGREES TO TERMS AND CONDITIONS). <div style="text-align: center; color: red; font-size: 2em; font-weight: bold;">X</div>

## CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION	<input type="checkbox"/> I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THIS APPLICATION.	ANTICIPATED COMPLETION DATE
DATE	PRINT NAME AUTHORIZED SIGNATURE	
	X	
POST-INSTALLATION	<input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.	
DATE	PRINT NAME AUTHORIZED SIGNATURE	
	X	

## FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED VERIFICATIONS	DATE	VERIFIER	PROJECT COSTS:	
PRE-INSTALLATION:			LABOR \$:	
POST INSTALLATION:				
APPROVAL	DATE	PROGRAM MANAGER	MATERIAL \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:				

# Cape Light Compact Terms & Conditions

## 1. Incentives

Subject to these Terms and Conditions, Cape Light Compact (through its Lead Vendor) will pay Incentives to the Customer for the installation of Energy Efficiency Measures (EEMs).

## 2. Definitions

- (a) "Agreement" means (i) these Energy Efficiency CDO Incentive Terms and Conditions; (ii) Project Summary Report; (iii) Project Approval Letter; (iv) the Application; and (v) any document executed by the Customer and the Compact after execution of the Application that specifically states that it is intended to be part of this Program Agreement. Each individual component listed above is intended to be complementary and collectively comprise the entire agreement between the parties. In the event of a conflict between the documents listed (i)-(v) above, they are listed in order of precedence.
- (b) "Application" means the application executed by Customer that these Terms and Conditions are appended to.
- (c) "CDO Vendor" means the design and installation vendor(s) selected by the Customer to participate in the Incentive application process and install the EEMs.
- (d) "Compact" means the Cape Light Compact JPE.
- (e) "Customer" means the customer maintaining an account for service with the distribution company serving the territory of the Compact, and who satisfies the Program eligibility requirements established by the Compact, and who has signed the Application.
- (f) "EEMs" are those energy efficiency measures that are part of the Project and are identified in the Project Approval Letter.
- (g) "Facility" means the Customer location served by the Compact where EEMs are to be installed.
- (h) "Incentives" means the incentives made available by the Compact or the Lead Vendor to the Customer or its CDO Vendor pursuant to these Terms and Conditions.
- (i) "Lead Vendor" means the lead vendor identified in the Project Approval Letter. The role of the Lead Vendor is to process the Customer applications and provide certain verification activities on the Compact's behalf.
- (j) "Project" means the EEMs and other work and materials described in the Project Approval Letter.
- (k) "Project Approval Letter" means the Project Approval sent by the Lead Vendor to the Customer and/or its CDO Vendor describing the approved Project.
- (l) "Program" means the energy efficiency program offered by the Compact to customers as described in the Application.
- (m) "Program Materials" means the educational documents and information provided by the Compact or the Lead Vendor specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements.

## 3. Application Process and Requirement for the Compact Approval

- (a) The Customer or its CDO Vendor will submit a completed application in the form specified by the Compact. In addition, the Customer is required to provide the Compact with detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval.
- (b) The Compact or its Lead Vendor will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. As part of that review, the Compact or its Lead Vendor will perform a pre-installation site verification to review existing conditions. The Compact reserves the right to reject or modify any calculations, based on the Compact's or the Lead Vendor's analysis.
- (c) The Lead Vendor will issue a Project Approval Letter to the CDO Vendor and the Customer. The Customer must sign the Project Approval Letter and return to the Lead Vendor within 30 days of issuance, or the incentive offer may be withdrawn.
- (d) The Compact is not obligated to provide any Incentives unless an authorized representative of the Compact issues the Project Approval Letter regarding the Project proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Compact or its designated representative. The Project Approval Letter will state the maximum approved Incentive amount and that the installation of the Project must occur within 90 days of the customer signing the Project Approval Letter and be fully operational in order to qualify for Incentives. The Compact may also require the Customer to execute additional agreements, or provide other documentation regarding the Project.
- (e) The Customer or its CDO Vendor will have no right to receive, and the Compact will have no obligation to provide an Incentive for any Project that has not been approved in writing in advance by the Compact. Further, the Compact is not obligated to provide an Incentive for a Project which was pre-approved but is determined to not comply with Program requirements after installation is complete.
- (f) The Compact reserves the right to approve or disapprove of any application or proposed Project.

## 4. Site-Specific Custom Measures; Use of Products or Equipment Not Approved for Use in the Program

- (a) The Compact will only approve of those site-specific custom EEMs that the Compact believes have cost-effective energy savings potential. In any case, the Compact reserves the right to approve or disapprove of any such EEMs proposed by the Customer.
- (b) This provision applies to customers who (i) propose to use products or equipment not approved for use in the Program ("Customer Selected Products"), or (ii) request a substitution of (or additional) products or equipment after the Application has been executed and have been informed by the Compact or the Lead Vendor that such products or equipment are not approved for use in the Program. The term "Customer Selected Products" also includes these substituted or additional products of equipment. The undersigned customer hereby releases, discharges and covenants not to sue the Compact and the Lead Vendor from any and all losses, damages, claims, demands, actions, or causes of action of whatever nature which may arise out of the selection, use, installation and operation of the Customer Selected Products, including, but not limited to, personal injury or property damage. In addition, the undersigned Customer hereby indemnifies, defends and holds harmless the Compact, its members, the Lead Vendor, and each of their respective contractors, officers, directors, employees, agents, representatives from and against any and all property damage, personal injuries, claims, damages, losses, costs and expenses (including reasonable attorneys' fees), arising out of, related to, and/or resulting from the selection, use, installation and operation of the Customer Selected Products.

## 5. Installation Schedule Requirements

If the Customer does not complete installation of the Project within 90 days from the date the Customer signs the Project Approval Letter, the Compact may decline to provide any of the Incentives.

## 6. Post-Installation Verification

The Compact is not obligated to pay any Incentive until the Compact or its Lead Vendor has performed a satisfactory post-installation verification. If the Compact determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Compact's approval, the Compact will have the right to require modifications before having the obligation to provide an Incentive. At its discretion the Compact may also withhold an Incentive until it has been verified that the Customer has received from the CDO Vendor, as appropriate, all material information regarding installation, operation and maintenance of the EEMs, and the Compact has received documentation detailing the installation of the EEMs in accordance with this Agreement. Upon request by the Compact, the Customer will provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed.

## 7. Monitoring and Verification

The Compact reserves the right to perform monitoring and verification of the EEMs for a three-year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Compact and its representatives and cooperate with the Compact regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Compact or the Lead Vendor includes any kind of safety, code or other compliance review.

## 8. Incentive Amounts

(a) The Compact reserves the right to adjust and/or negotiate the Incentive amount.

(b) Once an Incentive amount is pre-approved, the Compact will pay no more than the cost to the Customer (or its CDO Vendor or other designated payee) of purchasing and installing the EEMs, or the pre-approved Incentive amount, whichever is less.

(c) The Compact reserves the right to reduce or eliminate the Incentive amount if (i) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (ii) the EEMs were not installed in accordance with these Terms and Conditions, or have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at the Facility. In addition, the Customer is obligated to refund such Incentive amounts paid by the Compact where the projected energy savings have not been achieved as a result of the foregoing circumstances.

(d) Only one Incentive will be granted for each project, and will not be eligible to receive incentives granted to contractors, distributors, or other market providers through other Compact or Mass Save Sponsored programs.

## 9. Equipment, Installation and Contractor Selection

The Customer represents that the Customer has obtained any permission necessary for installation and operation of the Project.

The Customer is responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. The Customer or its CDO Vendor will provide the Compact with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices will include detail of all EEMs including the model, quantity and cost for each EEM, and will identify any applicable discounts or other incentives. The Customer will provide detail on the installation location of the EEMs in the format specified by the Compact, and such other documentation and information as the Compact or the Lead Vendor may request, including, without limitation, copies of permits and CDO Vendor and supplier invoices, orders and records. The Compact reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

The Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the CDO Vendor. The Customer is responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the CDO Vendor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Compact reserves the right to deny a vendor or contractor to participate in the Program or provide equipment or services. The Compact also has the right to exclude certain equipment from the Program.

## 10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Compact through its Lead Vendor will use commercially reasonable efforts to pay each Incentive amount to the Customer (or its CDO Vendor or other designated payee) within forty-five (45) days after all of the following conditions are met: (i) the Compact has issued a Project Approval Letter; (ii) all applicable permits, licenses and inspections have been obtained by the Customer; (iii) installation of the Project has been completed in accordance with the requirements set forth in this Agreement and the Program Materials; and (iv) the Compact has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with these Terms and Conditions.

Customer understands and agrees that Program funds are limited and that Incentives are subject to the availability of funds on a first come, first served basis.

## 11. Contractor Shared Savings Arrangements

If EEMs are being installed by a vendor under a shared savings arrangement the Compact reserves the right to determine the cost of purchasing and installing the EEMs.

## 12. Maintenance of EEMs

The Customer agrees that it will operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms of these Terms and Conditions, and will replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

## 13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms and Conditions, may be changed by the Compact at any time without notice. The Compact reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions in effect at the time of execution of the Agreement.

## 14. Publicity of Customer Participation

The Customer grants to the Compact the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

## 15. Indemnification and Limitation of the Compact's Liability

The Customer indemnifies, defends and holds harmless the Compact, its members, successors and assigns, the Lead Vendor and each of their respective contractors, officers, directors, employees, agents, representatives (collectively, the "Indemnified Parties") from and against any and all property damage, personal injuries, claims, damages, losses, costs and expenses (including reasonable attorneys' fees), arising out of, resulting from, or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, its subcontractors (including the CDO Vendor or other designated payee), agents, representative, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Compact's aggregate liability for all claims arising out of or related to this Agreement, regardless of the number of claims, is limited to paying approved Incentives in accordance with the Agreement. The Compact and the Indemnified Parties will not be liable to the Customer or any other party for any other obligations, losses, damage or claims. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Compact and the Indemnified Parties from all obligations (other than payment of an Incentive in accordance with these Terms and Conditions), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Project, the Program, or this Agreement.

**16. No Representations or Warranties by the Compact**

The Customer understands and agrees:

(a) THE COMPACT DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE COMPACT MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER WILL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE COMPACT. THE COMPACT MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION WILL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM MATERIALS.

(b) Neither the Compact nor any of its employees or vendors/contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Compact does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible for all aspects of selection, installation, operation and maintenance of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition and is properly maintained; properly disposing of waste material; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work related to installation of the EEMs was properly performed.

(d) The Customer agrees and acknowledges that the Compact is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.

(e) The Customer agrees and acknowledges that the Compact is not liable for any damage caused by the operation or malfunction of the EEMs or any other aspect of the Project.

**17. Removal of Equipment**

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components being replaced in accordance with all applicable laws, and regulations and codes. The Customer and its CDO Vendor agree not to re-install any of removed equipment in the Commonwealth of Massachusetts, and assumes all risk and liability associated with the reuse and disposal thereof.

**18. Energy Benefits**

Other than the energy cost savings realized by the Customer, the Compact is entitled to 100% of the benefits and rights associated with the EEMs, including, without limitation, ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and the Customer represents that the Customer has obtained any permission necessary for installation of the EEMs. The Customer waives, and agrees not to seek, any right to the same.

**19. Customer Must Declare and Pay All Taxes**

The benefits conferred upon the Customer (or its CDO Vendor or designated payee) through participation in the Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Compact is not responsible for the payment of any such taxes.

**20. Termination**

The Compact has the right to terminate the Customer's participation in the Program should it determine that the Customer is not performing its obligations under this Agreement. The Customer and/or its CDO Vendor may cancel its participation in the Program at any time by notifying the Compact or the Lead Vendor in writing.

**21. Hazardous Material**

The Compact or its Lead Vendor has no liability or responsibility for the discovery, presence, handling, removal, or disposal of or exposure of person or persons to hazardous material of any kind in connection with the Facility, including, without limitation, asbestos or other toxic substances.

**22. Miscellaneous**

Paragraph headings are for convenience only and are not to be construed as part of these Terms and Conditions.

(a) If any provision of the Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling will not invalidate any other provision, and the remaining provisions will remain in full force and effect in accordance with their terms.

(b) The Agreement is to be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. If legal action is commenced by the Compact to enforce its rights, it is entitled to recover its reasonable costs and attorneys' fees.

(c) Except as expressly provided herein, the Agreement may not be modified or amended unless such modification or amendment is in writing and signed by a duly authorized officer of the Compact.

(d) The Compact may assign any or its rights or obligations, or delegate any of its duties, in whole or in part to the Lead Vendor or any other third-party(ies), without advance notice to, or consent of, the Customer. The Customer may not assign any of its rights or obligations referenced in the Agreement without first obtaining the written consent of the Compact.

(e) The Agreement not intended for the benefit of any party other than the Compact, the Lead Vendor and the Customer.

**23. Survival**

The provisions of Sections 4 (Use of Products and Equipment Not Approved for Use in the Program), 5 (Installation Schedule Requirements), 7 (Monitoring and Verification), 8 (Incentive Amounts), 9 (Equipment and Installation), 11 (Contractor Shared Savings Arrangements), 13 (Program/Terms and Conditions Changes), 14 (Publicity of Customer Participation), 15 (Indemnification and Limitation of the Compact's Liability), 16 (No Representations and Warranties by the Compact), 17 (Removal of Equipment), 18 (Energy Benefits), 19 (Customer Must Declare and Pay All Taxes), 21 (Hazardous Material) as well as any other Section herein that specifies by its terms that it survives termination, will survive the termination or expiration of the Customer's participation in the Program for a period of three years.