



CAPE HATTERAS ELECTRIC COOPERATIVE
P.O. Box 9
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A Touchstone Energy® Cooperative The logo consists of a stylized 'X' shape with three human figures in motion.

Member Agreement Smart Thermostat Project

This Agreement is made by and between Cape Hatteras Electric Corporation ("CHEC") and _____ ("Member") to utilize the ecobee Wi-Fi thermostat as a viable demand side management device.

Member Eligibility Requirements:

The Member certifies or agrees:

1. Its premises have at least one compatible air-conditioner, heat pump or electric furnace that is in good working order for each thermostat purchased.
2. To maintain the connection between the enrolled thermostat(s) to an Internet Service Provider via Wi-Fi connection.
3. To maintain an active account with CHEC.
4. To assist support personnel in resolving connectivity or other issues.
5. To participate in monthly control events.
6. **To participate for a minimum of 24 months or incur an early termination fee of \$100.00 per thermostat. To connect & register each thermostat within 3 months of purchase or incur an early termination fee of \$100 per thermostat.**
7. To allow and permit CHEC and ecobee to share load-specific data related to energy consumption and capacity of the Member's account.
8. Thermostat can only be installed on members premise served by CHEC.

Control Events:

The Member agrees to allow North Carolina Electric Membership Corporation ("NCEMC"), to adjust the temperature via the ecobee utility portal. The thermostat will be adjusted from the normal setting during monthly control events. A control event will have a duration no longer than six (6) hours. Control events will be restricted to no more than eight (8) events in any month.

Member Energy Consumption Data:

The Member agrees to allow CHEC and ecobee to provide detailed energy use data to NCEMC for their explicit use as needed.

Owner Consent:

If the Member is not the Owner of the Premises, the Member must obtain Owner's express authority to participate and allow the equipment to be installed at the Premises. By signing below, the Member represents and warrants the Owner has read this Agreement and understands and agrees to Member's participation as outlined herein. Owner must also sign this Agreement.

Indemnification:

The Member shall indemnify, defend and hold harmless CHEC, NCEMC, ecobee, and any of their affiliates, contractors, officers, directors, employees, agents, successors, assigns and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses, (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of the Member's participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

Warranty Disclaimer /Liability:

Except as expressly stated herein, CHEC makes no other representations, warranties or guarantees (including third-party warranties). In no event shall CHEC be liable to the Member for any special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with the use of the Member's Portal, equipment or participation. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Member waives and releases CHEC, its affiliates and contractors, officers, directors, employees, agents, successors, assigns and representatives from all obligations (other than provision of the equipment) and for any and all liability or claims arising in connection with the equipment, the Member Portal, or any work, labor, or service provided by CHEC with full understanding Member agrees to look solely to the manufacturer of the equipment for any relief.

By signing below, Member agrees and accepts the terms and conditions of this Smart Thermostat Agreement. Provisions of this agreement are subject to modification at any time by the policies of the cooperative and supersede the provisions herein.

Member

Sign: _____

Print: _____

Mailing Address: _____

Service Address: _____

Account No.: _____

Phone: _____

Date: _____

Type of heat

Central Air Conditioning

Electric
 Gas

Yes
 No

If Member is not the Owner of the Premises, Owner must sign below:

Owner

Sign: _____

Print: _____

Address of Premises: _____

Owners Residential Address: _____

Phone: _____

Date: _____

Office Only:

Ecobee Enhanced: _____ **Ecobee Premium:** _____

Amount Paid\$: _____

ESN#: _____