



CAPE HATTERAS ELECTRIC COOPERATIVE  
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A Touchstone Energy® Cooperative 

## Member Agreement Smart Thermostat Program

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. The 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 sign up for a Time-of-Use (TOU) rate. (Rate options below)
5. To remain on the selected TOU rate for a minimum of 12 months or incur an early termination fee of \$100.00 per thermostat.
6. To connect and register each thermostat within 3 months of purchase or incur an early termination fee of \$100.00 per thermostat.
7. To assist support personnel in resolving connectivity or other issues.
8. To allow and permit CHEC and ecobee to share data related to energy consumption and capacity of the Member’s account.
9. Thermostat can only be installed on members premise served by CHEC.

### 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.

**Time-of-Use Rate Options:** *(Please select one for your account)*

**\_\_\_ Residential TOU**

**Rate Per Month:**

**Basic Service Charge.....\$30.00**

Energy Charges:

All Super Off-Peak Energy .....	6.75¢ per kWh
All Off-Peak Energy – Winter.....	10.41¢ per kWh
All Off-Peak Energy – Summer .....	14.52¢ per kWh
All On-Peak Energy – Winter.....	34.98¢ per kWh
All On-Peak Energy – Summer.....	49.26¢ per kWh

For the period of May 1 – Oct 31, On-Peak Hours shall be between 3PM and 6PM.  
For the period of Nov 1 – April 30, On-Peak Hours shall be between 6AM and 9AM.  
The Super Off-Peak Hours shall be between 10PM and 5AM for all days of the week.  
The Off-Peak Hours shall be all other times.

**\_\_\_ Residential TOU with Electric Vehicle**

EV Vehicle Make/Model: \_\_\_\_\_

Vehicle VIN#: \_\_\_\_\_

Home Charger Brand/Model: \_\_\_\_\_

**Rate Per Month:**

**Basic Service Charge.....\$30.00**

Energy Charges:

Daytime Period

Summer kWh.....16.23¢ per kWh

Winter kWh.....13.50¢ per kWh

Discount Period

Summer kWh.....11.75¢ per kWh

Winter kWh.....9.02¢ per kWh

Discount hours are between 10PM and 5AM for all days of the week.

Daytime hours shall be all other times.

**\_\_\_ Commercial TOU**

**Rate Per Month:**

**Basic Service Charge.....\$40.00**

Demand Chargers:

First 15kW – Winter/Summer.....\$0.00 per kW

All kW over 15/month – Winter/Summer.....\$9.75 per kW

Energy Charges:

All Off-Peak Energy – Winter.....7.98¢ per kWh

All Off-Peak Energy – Summer .....

All On-Peak Energy – Winter.....23.93¢ per kWh

All On-Peak Energy – Summer.....29.91¢ per kWh

For the period of May 1 – Oct 31, On-Peak Hours shall be between 3PM and 6PM.  
For the period of Nov 1 – April 30, On-Peak Hours shall be between 6AM and 9AM.  
The Off-Peak Hours shall be all other times.

**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#:** \_\_\_\_\_