

**AEP TEXAS**

**2024-2025 LOAD MANAGEMENT  
STANDARD OFFER PROGRAM  
CUSTOMER AGREEMENT**

**I. Customer Information**

Customer Name \_\_\_\_\_  
Project Site Name \_\_\_\_\_  
Project Site Address \_\_\_\_\_  
City, Zip Code \_\_\_\_\_  
Customer ESI ID \_\_\_\_\_  
*(For multiple sites, attach separate list)*

**II. Customer Relationship with Project Sponsor**

I, Customer, hereby acknowledge the following (check appropriate box):

I have entered into an Agreement with \_\_\_\_\_  
(the “Project Sponsor”) for interruption of interruptible load at the Project Site(s)  
identified above (the “Project”). The Project Sponsor is implementing the Project  
pursuant to the AEP TEXAS Load Management Standard Offer Program.

I am acting as my own Project Sponsor and am participating in the AEP  
Texas Load Management Standard Offer Program.

**III. Program Option Selection (Summer and/or Winter)**

I, Customer, hereby acknowledge I have selected to participate in the following  
Program Option (check appropriate box) – Note: Option A and D are currently Not  
Available for the **Summer Load Management Program**:

OPTION B - includes up to twelve (12) Unscheduled Interruptions between  
one and four hours per Performance Period.

OPTION C - includes up to twelve (12) Unscheduled Interruptions between  
one and two hours per Performance Period.

OPTION E - includes up to eight (8) Unscheduled Interruptions between one  
and two hours per Performance Period.

I, Customer, hereby acknowledge I have selected to participate in Program Option A of the **Winter Load Management Program**.

**OPTION A** - includes a maximum of four (4) **Unscheduled Interruptions** with a maximum of four (4) hours per Interruption.

**IV. Customer Notice - to their Retail Electric Provider (REP) – check box (WLMP Only)**

**Customer checks this box:**

I authorize AEP Texas to provide notice to my Retail Electric Provider of my enrollment and deployment of the customer’s load curtailment in the WLMP.

“OR”

**Project Sponsor/Aggregator checks this box and signs below:**

I have received consent from the customer that authorizes AEP Texas to provide notice to the customer’s Retail Electric Provider of the customer’s enrollment and deployment of the customer’s load curtailment in the WLMP.

- Attached is evidence of such consent.

\_\_\_\_\_ < PS/Aggregator Signature  
\_\_\_\_\_ < Date

**IV. LM SOP Customer Agreement**

**CUSTOMER ACKNOWLEDGES THAT ANY REVIEW OR ACCEPTANCE BY AEP TEXAS OF THE PROJECT IS SOLELY FOR THE INFORMATION OF AEP TEXAS AND THAT, IN PERFORMING ANY SUCH REVIEW OR IN ACCEPTING THE PROJECT, AEP TEXAS MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE PROJECT.**

Customer acknowledges that the Project Sponsor is an independent contractor with respect to AEP Texas and the SOP, and that the Project Sponsor is not authorized to make representations or incur obligations on behalf of AEP Texas.

Customer acknowledges that AEP Texas is not a party to this Customer Agreement or any other agreement (if any) between the Project Sponsor and the Customer and that the Project Sponsor is solely responsible for performance hereunder.

Customer agrees that AEP Texas is an intended third-party beneficiary of this Customer Agreement and, as such, may rely on representations made herein by the

Customer and enforce Customer's obligations hereunder to the extent same are applicable to AEP Texas.

Customer acknowledges that AEP Texas makes no warranty or representation regarding the qualifications of the Project Sponsor and that the Customer is solely responsible for the selection of the Project Sponsor.

Customer acknowledges that it may file a complaint with the Public Utility Commission of Texas concerning the Project Sponsor, but that AEP Texas will play no role in resolving any disputes that arise between the Customer and the Project Sponsor.

Customer agrees to provide AEP Texas with access to and/or copies of Customer's utility bills, Project documentation, and any other information related to the Project that is necessary for calculation and/or verification of demand savings associated with the Project.

**CUSTOMER AGREES TO RELEASE AEP TEXAS, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AND EACH OF AEP TEXAS' AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "AEP TEXAS"), FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, ATTORNEYS' FEES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, AGREEMENT, OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (COLLECTIVELY REFERRED TO AS "CLAIMS"), REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF AEP TEXAS, WHETHER ACTIVE OR PASSIVE, EXCEPTING ONLY SUCH CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITY, OR VIOLATION OF LAW OR REGULATION AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AEP TEXAS.**

**IN WITNESS WHEREOF**, Customer causes this Agreement to be executed by its duly authorized representative.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_