

# Market Actor and Customer Agreement

## AEP Texas 2025 Commercial Standard Offer Program

*This document is only required for Market Actors (energy efficiency service providers) submitting a Commercial Standard Offer Program (CSOP) Application on behalf of an AEP Texas distribution customer. Please list each customer site.*

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location/Site (list all sites): \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

1. Customer agrees, upon five (5) business days' prior oral notice, to provide AEP Texas and the independent measurement and verification expert selected by the PUCT with full and complete access to the Project Site for any purpose related to the CSOP. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within the Customer's normal business hours.
2. Customer acknowledges that any view, inspection, or acceptance by AEP Texas of the project site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of AEP Texas and that, in performing any such inspection or review or in accepting the measures, AEP Texas makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Market Actor, or their compatibility with Customer's facilities.
3. Customer acknowledges that the energy efficiency project would not have been completed or would have been completed with less efficient measures except for the CSOP and the incentive provided through it.
4. Customer acknowledges that the Market Actor is an independent contractor with respect to AEP Texas and the CSOP and that the Market Actor is not authorized to make representations or incur obligations on behalf of AEP Texas.
5. Customer acknowledges that AEP Texas is not a party to the Customer Agreement and that the Market Actor is solely responsible for performance thereunder.
6. Customer acknowledges that AEP Texas makes no warranty or representation regarding the qualifications of the Market Actor, and that the Customer is solely responsible for the selection of the Market Actor.
7. Customer acknowledges that the Customer may file a complaint with the PUCT concerning Market Actor, but that AEP Texas will play no role in resolving any disputes that arise between the Customer and Market Actor. File complaint at: PUC – Customer Protection, PO Box 13326, Austin, TX 78711-3326, Fax: (512) 936-7003, E-mail: [customer@puc.texas.gov](mailto:customer@puc.texas.gov) or online at <https://www.puc.texas.gov/consumer/complaint/Complaint.aspx>.
8. Customer acknowledges for a project that involves retrofitting existing lighting fixtures to operate on the facilities distribution line voltage of at least 110 volts, warning labels will be installed on each retrofitted fixture to alert anyone performing maintenance of the potential for a shock hazard.
9. Customer agrees to release AEP Texas and any individual, corporation, partnership, limited liability company, association, trust, or other business organization of any kind directly or indirectly controlling, controlled by, or under common control with AEP Texas and its and their respective shareholders, members, partners, officers, directors, managers, trustees, incorporators, agents, attorneys, consultants, servants, representatives and employees from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project. This provision shall not apply to claims, demands, losses, damages, costs, and legal liability to the extent caused by the negligence of AEP Texas in the conduct of AEP Texas's on-site inspection of the project site.
10. Project Incentive is to be paid to (cross out one): Customer/Market Actor

**Customer Representative**

**Market Actor Representative**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

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

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