

## AGREEMENT

This Agreement (the “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20XX by and between (OWNER) and (TENANT)

**WHEREAS**, (OWNER) is landlord and (TENANT) is tenant pursuant to that certain Lease dated as of \_\_\_\_\_ by and between (OWNER) and (TENANT), as amended by (IF THERE ARE ANY AMENDMENTS TO THE LEASE).

**WHEREAS**, as set forth in the Lease, (TENANT) approximately leases XXX,XXX aggregate rentable square feet located in the building known as (BUILDING AND ADDRESS).

**WHEREAS**, (TENANT) installed certain energy efficiency equipment in (DESCRIBE LOCATION OF NEW EQUIPMENT AND PROJECT IN GENERAL) with the intention that (TENANT)’s utility bills will decrease, i.e. (PROJECT NAME).

**WHEREAS**, in connection with its installation of the (PROJECT NAME), (TENANT) has requested that (OWNER), as the owner of the utility meters, execute the Retrofit 20XX Custom Application, attached hereto as Exhibit A (the “Application”), so that (TENANT), as the installer, can receive one or more rebates from NSTAR Electric & Gas Corporation and/or National Grid for (TENANT)’s installation of the (PROJECT NAME) (each an “Incentive”; collectively the “Incentives”).

**WHEREAS**, pursuant to the Application, as the owner of the utility meters, (OWNER) is the “Customer” and therefore will have several continuing obligations in the event that the Incentives are made available.

**WHEREAS**, (OWNER) has agreed to execute the Application and (TENANT) has agreed to assume all of the roles, responsibilities and obligations of (OWNER) (as the Customer) that are set forth in the Application and to fully indemnify (OWNER) for any and all liabilities arising therefrom on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (OWNER) and (TENANT) hereby agree as follows:

1. Customer Obligations. (TENANT) hereby agrees to perform fully any and all roles, responsibilities and obligations of the “Customer” that are set forth in the Application on behalf of (OWNER).
2. Incentives. The parties hereby agree that if and to the extent that NSTAR Electric & Gas Company and/or National Grid grants an Incentive and issues it to (OWNER) (rather than issuing such an Incentive directly to (TENANT) as the installer of the (PROJET NAME), (OWNER) shall issue (TENANT) a check for the amount of such Incentive upon (OWNER)’s receipt of such Incentive funds.

3. Indemnity. (TENANT) hereby agrees to indemnify, defend and hold (OWNER) harmless from and against any and all claims, demands, actions, injuries, losses and damage to or of any person or property caused or alleged to be caused by, out of, or resulting from, or related to the Application, or the obligations of the Customer set forth in the Application, including any reasonable third party costs and expenses (including without limitation reasonable attorneys fees and costs) incurred by (OWNER) in connection therewith, provided, however, (TENANT)'s aforesaid indemnification shall not apply to liability, damage, loss or expense to the extent that it is directly attributable to any negligent act or omission or willful misconduct on the part of (OWNER) or any of its agents, employees or contractors.
  
4. Miscellaneous.
  - (a) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts without regard to principles of choice of law or conflicts of law.
  
  - (b) This Agreement may be executed in multiple counterparts, any of which shall be deemed an original, but all of which shall constitute but one and the same instrument.
  
  - (c) If any provision or portion of a provision of this Agreement shall to any extent be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
  
  - (d) This Agreement may be amended only by an instrument in writing executed and delivered by both (OWNER) and (TENANT).
  
  - (e) The section headings in this Agreement are for convenience only and shall not be considered a part of this Agreement.
  
  - (f) The provisions of this Agreement shall bind (OWNER) and (TENANT) and their respective successors and assigns and shall inure to the benefit of (OWNER) and (TENANT) and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**(OWNER)**

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Name:  
Title:

**(TENANT)**

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Name:  
Title:

**EXHIBIT A**

**APPLICATION**