

Member Participant Agreement

Smart Thermostat Pilot Project

This Agreement is made by and between Tideland Electric Membership Corporation (“TEMC”) and _____ (“Member”) to verify energy efficiency improvements resulting from the use of the ecobee₃ Wi-Fi thermostat and establish proof the ecobee₃ Wi-Fi thermostat is a viable demand side management device (“the Pilot”).

Member Eligibility Requirements:

The Member certifies or agrees:

1. Its premises have a compatible air-conditioner, heat pump or electric furnace that is in good working order,
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 TEMC throughout the duration of the Pilot,
4. To assist support personnel in resolving connectivity or other issues relevant to the Pilot, and
5. To participate in monthly control events as the Pilot is a demand control study.

Demand Side Control Events:

The Member agrees to allow North Carolina Electric Membership Corporation (“NCEMC”), to adjust the temperature via the ecobee utility portal. The thermostat setting will be adjusted up four degrees from the normal setting during cooling events and down three degrees during heating events. A control event will have a duration no longer than four (4) hours. Control events will be restricted to no more than eight (8) events in any month.

Emergency Generator Control Events:

The Member agrees to allow North Carolina Electric Membership Corporation (“NCEMC”), to adjust the temperature via the ecobee utility portal when the NCEMC owned generator at Ocracoke is put into service to provide emergency power during transmission and distribution outages. Emergency generator service control events may last longer than four (4) hours depending on event load and generator capacity.

The Term:

The term of the Smart Thermostat Pilot Project will be twelve consecutive months, commencing from the date of thermostat enrollment via Wi-Fi connection.

Member Energy Consumption Data:

The Member agrees to allow TEMC and ecobee to provide detailed energy use data to NCEMC for their explicit use for this Pilot prior to, during, and beyond the term of the Project.

Compensation:

By participating in the Pilot for a twelve month period, the member will receive an ecobee thermostat (a \$249 retail value) at no cost and beginning July 2017 or twelve months after installation (whichever is later) will receive a monthly electric bill credit of \$4.00 which will continue for as long as TEMC and NCEMC continue load control events via the wifi enabled thermostat. To help the co-op offset a portion of the costs associated with the actual installation of the ecobee by TEMC's authorized contractor, the member shall be billed \$5.00 a month for the first 12 months.

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 TEMC, 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, TEMC makes no other representations, warranties or guarantees (including third-party warranties). In no event shall TEMC 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 in this Pilot. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Member waives and releases TEMC, 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 TEMC 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 Pilot Agreement:

Member

Sign:

Print:

Address:

Phone:

Date:

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

Owner

Sign:

Print:

Address of Premises:

Owners Residential Address:

Phone:

Date:

Tideland can send you a text message and/or email to let you know when we anticipate a control event. To sign up for these notices please provide the necessary information below:

Control Event Text Message: Cell Phone # _____

Control Event Email Message: Email address _____