



Business Property Owner/Manager Agreement

_____ (“Owner/Manager”) and _____ (“Tenant”) enter into this Agreement this ___ day of _____, 20__.

The undersigned has the authority to execute this Agreement on behalf of Owner/Manager in reference to the leased property located at _____ (Address) (“Tenant Premises”).

Owner/Manager and Tenant understand and agree that the purpose of this Agreement is to obtain the consent of Owner/Manager to enable Tenant to participate in the Omaha Public Power District (“OPPD”) Smart Thermostat Program for Business (“Program”) at the Tenant Premises.

Owner/Manager **AGREES** to Tenant’s participation in the Program via existing or newly installed smart thermostat device(s) at the Tenant Premises. Owner/Manager acknowledges that new devices may need to be installed to be compatible with Program requirements. In the event that a new thermostat is needed, Owner/Manager agrees to allowing device(s) to be installed at the Tenant Premises by Tenant or OPPD contractor (“Contractor”). Owner/Manager agrees that OPPD is not responsible for confirming device compatibility or any incorrect installation practices from device installation by Tenant and/or Contractor. In the event that device installation is provided by OPPD’s Contractor, Owner/Manager **AUTHORIZES OPPD**, by and through its Contractor, to enter the Tenant’s Premises, at either Owner/Manager or Tenant’s request and/or scheduling, to replace any and all existing HVAC thermostats serving the Tenant Premises with programmable or learning thermostat(s) and other necessary load control device or equipment in connection with OPPD’s Program. Owner/Manager and Tenant **ACKNOWLEDGE** that OPPD’s responsibility for all work performed is limited to directing Contractor to install smart thermostat devices. Owner/Manager and Tenant **ACKNOWLEDGE** that OPPD is not responsible for any installation, maintenance, repair, or replacement of smart

thermostat devices (new or existing) and shall not be held liable in connection with any damage to HVAC equipment, inability to use HVAC equipment, or malfunction of equipment.

Owner/Manager and Tenant **UNDERSTAND** that Tenant participation in Program may result in the cycling of the HVAC system serving the Tenant’s Premises, as required by OPPD to reduce its peak demand. Owner/Manager acknowledges that this document serves as Owner/Manager’s approval for Tenant to participate in Program and for installation of compatible smart thermostat device(s).

Owner/Manager and Tenant **UNDERSTAND** that no participation will begin without OPPD’s receipt of this signed agreement by both Owner/Manager and Tenant. Owner/Manager and Tenant have read, understand, and agree to these terms and OPPD’s Smart Thermostat Program Terms and Conditions. Program conditions can be found at oppd.com/SmbSmart Owner/Manager and Tenant agree that OPPD is an intended third-party beneficiary of this Agreement.

Tenant **AGREES** that it is the Tenant’s responsibility either to leave any newly installed devices at the Tenant’s Premises or to retain and reinstall Owner/Manager’s preexisting thermostat devices if vacating the property. Owner/Manager and Tenant **UNDERSTAND** that OPPD is not responsible for re-installation or replacement of thermostat in the event that Tenant does not leave newly installed or preexisting devices.

Upon completion of this form, tenant should submit it to smarththermostat@oppd.com.

The foregoing is agreed to and effective as of the date set forth above.



Owner/ Manager Signature

Date

Owner/Manager's Telephone

Owner/Manager's Email or Fax

Owner/Manager's Address

Tenant Signature

Date

Tenant's Telephone

Tenant Email or Fax