

ELECTRIC ENERGY-WISE PLUS SERVICE AGREEMENT

This Electric Energy-Wise Plus Services Agreement (the "Contract") supplements but does not contradict or amend the terms and conditions of the applicable Colorado Springs Utilities Tariffs and Utilities Rules and Regulations (collectively "Tariffs"); and is by and between Colorado Springs Utilities ("Utilities") an enterprise of the City of Colorado Springs, a Colorado home-rule city and municipal corporation and (Insert CUSTOMER) ("Customer"), a Utilities utility service customer. This Contract is effective (Insert Date) ("Effective Date"). Customer affirms that it is eligible for and hereby requests Utilities to furnish Electric Energy-Wise Plus service under the Electric Rate Energy-Wise Plus Service at the account(s) listed below.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Utilities and Customer agree as follows:

1. **Scope of Services:** This Contract sets forth the terms and conditions under which Customer agrees to purchase and receive and Utilities agrees to provide Electric Energy-Wise Plus service under the "Electric Rate Energy-Wise Plus Service" as more fully described in the Tariffs as they exist and may be amended in the future.
2. **Applicability of Tariffs:** Customer understands and agrees that this Contract and the Electric Rate Energy-Wise Plus Service Rate Schedule are subject to and controlled by the Tariffs as they exist and may be amended in the future, and which are incorporated by reference as part of this Contract. Utilities may propose to the Colorado Springs City Council, or to any other regulatory body having such jurisdiction, such changes in its Tariffs as it deems necessary, and this Contract will be automatically modified and deemed to include such changes or any changes that become effective from time to time.
3. **Rates and Charges:** Customers receiving service under an Energy-Wise Plus Time-of-Day Option acknowledge Critical Peak events may be called by Utilities during On-Peak hours. Critical Peak events may range from one to four hours and are limited to 15 events per year. Utilities will generally announce events 24 hours in advance; however, in the event of system emergencies announcements may occur the same day as the event. Customers shall be subject to all charges and credits listed in the Tariffs for Electric Energy-Wise Plus service under Rate Schedule Electric Rate Energy-Wise Plus Service as they exist and may exist in the Future for the following Electric Energy-Wise Plus service account(s) for the Term of this Contract:

Account Number

Meter number

Service Point ID number

4. **Term:** This Contract shall be effective on the Effective Date and will run until December 31 of the year of the Effective Date. The Contract shall automatically renew for an additional twelve (12) month period each January 1st, unless Customer provides notice of non-renewal.
5. **Customer's Acknowledgement of Risks:** Customer understands that placement on the Electric Rate Energy-Wise Plus Service is a voluntary decision made by the Customer and will be prospective only. Utilities makes no representation, express or implied, that service under the Electric Energy-Wise Plus rate schedule will result in a more favorable or less favorable electric rate or lower or higher electric utility bills during the contract period than would be realized under a standard rate option. Nothing in this Contract limits or reduces the limitation of liability standard established in the Tariffs.
6. **Assignment:** This Contract shall not be assigned without the express written consent of Utilities.
7. **Non-Waiver:** The failure of either Party to insist, in any one or more instances, upon strict performance of any of the provisions of this Contract, or take advantage of its rights under this Contract, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.
8. **Notice:** Any notice concerning this Contract, including but not limited to the notice required by the Tariffs, from Customer to Utilities will be at the listed contact information below. Any such notice from Utilities to Customer will be given based on the information of record on the account(s) subject to this Contract. Changes to contact information or billing address, which may be different from the Service Address, may be made with notice to Utilities.

Colorado Springs Utilities
111 S Cascade Avenue
Colorado Springs, CO 80903
Attn: Manager, Strategic Customer Relations

9. **Energy Wise Plus Critical Peak Notification:** Customer must provide at least one, but may provide up to 5, contacts to receive Energy Wise Plus critical peak event notifications. Contacts are listed on the attached and incorporated Exhibit A. Customer is solely responsible for updating the Critical Peak Notification contact list, and may provide an updated Exhibit A to Utilities, at its discretion.

10. **Entire Agreement:** This Contract including its exhibits, together with the Tariffs, and any applicable Colorado Springs City Code provisions, constitute the entire agreement between the parties with respect to the provision of Electric Energy-Wise Plus service to the account subject to this Contract, and supersedes and cancels all previous written and oral agreements and communications relating to the same.

CUSTOMER

Authorized Signature

Printed Name

Title

Date

COLORADO SPRINGS UTILITIES

Authorized Signature

Printed Name

Title

Date

City Attorney's Office - Utilities Division
Approved as to Form:

By: _____

Date: _____

Exhibit A to the:

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Energy-Wise Plus Critical Peak Event Customer Contacts:

Contact Name	Phone Number	Email Address