

Power WiseTM



2024 Cleco Small Commercial Energy Efficiency Program

**2024 LA Quick Start Phase I
Program Year 10 (“PY10”)**

Revised December 2023

Table of Contents

Table of Contents	2
1. Program Objective.....	5
Key Program Changes and Guidelines.....	5
Key changes for the Program in 2024 include:	5
Key guidelines for the Program in 2024 include:	5
2. Program Design.....	7
Program Description	7
Project Sponsor Eligibility	7
Customer Eligibility.....	8
Energy Efficiency Measure Eligibility	8
General Information.....	9
3. Program Incentives	10
Incentives by Measure.....	10
Limits on Incentive Payments.....	12
4. Program Enrollment and Timeline	12
Enrollment.....	13
Enrollment Timeline	13
Enrollment Review Procedures	13
Enrollment Confidentiality	13
Enrollment Evaluation	14
Certificate of Insurance (COI).....	14
Project Sponsor Approval.....	15
5. Program Implementation	15
Marketing.....	15
Prior to Installation	16
Small Commercial Direct Install	16
Small Commercial Pre-Package Checklist	16
Post Installation	17
Small Commercial Post-Package Checklist.....	17

	HVAC Tune Up Program Post-Installation Checklist.....	18
6.	Reporting and Project Submission	18
	Reporting.....	18
	One-by-One Submission	19
	Batch Submissions.....	19
7.	Project Payments.....	20
	Installation Inspections	20
	Incentive Payment Adjustments.....	20
	Accurate Reporting	20
	Excessive Failures	21
	Payment of Invoice	21
8.	Summary of Procedures & Frequently Asked Questions.....	23
	Summary of Procedures.....	23
	Enrollment and Approval Process.....	23
	Prior to Installation.....	23
	After Installation.....	23
	Reporting	24
	Payment	24
	Frequently Asked Questions	24
9.	Approved Market Actor Conduct and Expectations; Other Terms and Conditions	25
	Approved Market Actor Expectations.....	25
	Customer Service and Professionalism.....	25
	Returning customer phone calls	25
	Providing Quotes.....	25
	Customer Service Expectations	26
	Quality Assurance and Disciplinary Action	26
	Violation of Program Requirements	26
	Probation and Termination.....	27
	Customer Complaints.....	27
	Dispute Resolution Process	27

Other Terms and Conditions..... 28
All Bills Paid Affidavit..... 35

1. Program Objective

The objective of Cleco’s Small Commercial Energy Efficiency Program (Program Year 10) (the "Program") is to offer certain small commercial customers opportunities to save energy through education, services, incentives and access to energy service providers (i.e., Project Sponsors) who install energy efficiency measures under the Program. This document explains the Program and associated incentives (paid to Project Sponsors) and the processes and requirements related to the Program.

Key Program Changes and Guidelines

This manual has been created to provide information solely for Cleco’s Small Commercial Energy Efficiency Program. THIS PROGRAM MANUAL AND THE PROGRAM INCORPORATES AND IS GOVERNED BY THE COMMERCIAL HVAC TUNE-UP ENERGY EFFICIENCY PILOT MASTER AGREEMENT EXECUTED BETWEEN THE PARTIES EFFECTIVE (“MASTER AGREEMENT”). TO THE EXTENT OF ANY CONFLICT BETWEEN OR AMONG THE PROGRAM MANUAL AND THE MASTER AGREEMENT, THE DOCUMENTS SHALL CONTROL IN THE FOLLOWING ORDER OF PRECEDENCE: (I) THE MASTER AGREEMENT, AND (II) PROGRAM MANUAL.

Key changes for the Program in 2024 include:

- Project Sponsors can download the final Program Master Agreement from P3 once all signatures are complete and agreement is approved.
- Project Sponsors must use the Cleco provided LSF and ACE calculators found on the program website to calculate estimated savings for LED Lighting and HVAC measures.
- **New requirements to upload photos of some “pre” and “post” conditions.**
- Facilities with buildings or additions completed after January 1, 2022 do not qualify for the Program.
- **All required photos MUST contain a geotag displaying the location, time, and date that each photo was taken for project to be considered for payment.**
- **Valid Customer email address is now mandatory**

Key guidelines for the Program in 2024 include:

- Each Project Sponsor will have a budget cap that limits the maximum amount of incentives that a single Project Sponsor may be eligible to receive under the Program. This budget cap will be determined at the sole discretion of Cleco and will be based on the Project Sponsor’s prior program experience, historical performance, and budget availability. The budget cap is a limit and NOT a guaranteed Project Sponsor budget allotment. Cleco reserves the right to increase or decrease, in its sole discretion, each Project Sponsor's budget cap.
- Project Sponsors shall provide Cleco customers with a positive customer experience, including the satisfactory resolution of any customer complaints.
- Each Project Sponsor can submit Projects until its respective Project Sponsor budget is fully utilized or all Program funds have been depleted, subject to any Project submission cutoff dates or budget adjustments made in Cleco's sole discretion.
- Project Sponsors with NO previous program experience will start with a cap of no more than \$3,000.
- Project Sponsors are responsible for ensuring there are ample funds in the Program and their respective budgets before installing measures in customer’s facility.
- All approved Project Sponsors are required to upload project related paperwork (Project Sponsor and

Customer Agreement), Certification of Equipment ENERGY STAR, DLC or AHRI, Drawings/Sketches/Maps, Estimated Quote, Photos of pre-existing conditions, LSF and/or ACE calculator(s)) into the P3 database. **Paper documents are NOT accepted.**

- Cleco will provide each customer with a post install survey via electronic mail or by hard copy provided through a Program consultant.
- For national accounts, Project Sponsors are responsible for specifying the payment recipient (i.e., to the corporate holding company or to the local store location). This determines how a project will be set up in P3 (refer to P3 training guide for more information).
- Initiated projects will show funds allocated into the unsubmitted budget. Once pre-approved, the project will show funds allocated into the program submitted budget.
- Project Sponsors will be required to provide a work schedule in P3 that is seven (7) days from the P3 project creation date.
- Once pre-approved, project funds will be allocated to the submitted project budget, are fully accounted for in the program and cannot be used again unless final payment is denied. Only when a project is denied will the funds become available again at Cleco's sole discretion.
- Project Sponsors must provide each customer with a post LSF or ACE calculator summary with their final paperwork (post pictures and bill of materials are required to obtain final approval).
- Project Sponsors must carry all statutorily required insurance and all insurance required under its Program Master Agreement and other Program documents.
- Each Project Sponsor will be provided a budget cap that limits the maximum amount of incentives that a single Project Sponsor may be eligible to receive under the Program. The budget cap may be adjusted at any time in Cleco's sole discretion (notice of such adjustment will be provided to the applicable Project Sponsor). The Program budget will be evaluated regularly to verify the budget cap assigned to each Project Sponsor. When the overall Program budget is raised, all Project Sponsors will be notified via email.
- A qualified Program representative will perform random pre/post Inspections to verify accuracy of Project Sponsor's work.
- Program manager has the authority to cancel/delete any Project that is not completed within sixty (60) days after the effective date of the applicable Project Sponsor and Customer Agreement.
- All use of marketing, including social media, must be approved by Cleco.
- Project Sponsors are not allowed to use telemarketing of any kind to promote energy efficiency services to Cleco customers. Any use will result in immediate termination from the Program.

Although Cleco has summarized key Program changes and requirements here, it is the Project Sponsor's responsibility to review this Program Manual and each document referenced herein in its entirety prior to submitting an application. EACH PROJECT SPONSOR MUST SIGN THE PROJECT SPONSOR ACKNOWLEDGEMENT FORM TO CONFIRM THAT IT HAS READ AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND PROCEDURES SET FORTH IN THIS PROGRAM MANUAL.

Notice: CLECO RESERVES THE RIGHT TO INCORPORATE ANY AND ALL CHANGES RESULTING FROM THE LOUISIANA PUBLIC SERVICE COMMISSION'S PROCEEDINGS INTO CLECO PROGRAMS AS THEY ARE APPROVED, WHICH INCLUDES THE RIGHT TO UPDATE, AMEND OR MODIFY THIS PROGRAM MANUAL, ALL DOCUMENTS REFERENCED HEREIN AND ANY OTHER PROGRAM MATERIALS, WITHOUT THE CONSENT OF ANY PROJECT SPONSOR, AS MAY BE REQUIRED IN CLECO'S SOLE DISCRETION TO COMPLY WITH ANY SUCH CHANGES. MOREOVER, CLECO RESERVES THE RIGHT TO UPDATE, MODIFY OR AMEND THIS PROGRAM

MANUAL AND ANY OTHER PROGRAM DOCUMENTS, MATERIALS OR PROCEDURES FROM TIME TO TIME, FOR ANY REASON, IN CLECO'S SOLE DISCRETION. CLECO WILL MAKE REASONABLE EFFORTS TO PROVIDE PROJECT SPONSORS WITH ADVANCE NOTICE OF ANY CHANGES AFFECTING THEIR PROJECTS AND OF UPDATES, AMENDMENTS OR MODIFICATIONS TO THIS PROGRAM MANUAL OR OTHER PROGRAM DOCUMENTS.

2. Program Design

Program Description

The primary objective of this Program is to achieve cost-effective reduction of peak summer demand. This performance-based retrofit program offers incentive payments for “deemed” or “measured” energy savings generated by installing energy efficient measures.

Approved Project Sponsors are responsible for verifying that there are available funds both in the overall Program budget and under their respective Project Sponsor budget caps, marketing their services to Cleco customer’s, contracting with the customer, installing Measures, and reporting their work to Cleco. Cleco will inspect a sample of installed Measures determined in its sole discretion. Payment is made for Peak Demand Savings and/or Energy Savings based on the percentage of installations that are approved by Inspection as capable of delivering the reported savings.

CLECO HAS DESIGNED THIS PROGRAM MANUAL TO PROVIDE PROJECT SPONSORS WITH THE SPECIFIC REQUIREMENTS OF THE PROGRAM. BY CONTRACTING WITH CLECO, PROJECT SPONSORS AGREE THAT THEY HAVE READ THIS PROGRAM MANUAL AND ALL DOCUMENTS REFERENCED HEREIN AND WILL COMPLY WITH THE REQUIREMENTS OF THE PROGRAM IN ALL RESPECTS. BY PARTICIPATING IN THE PROGRAM, A PROJECT SPONSOR ACKNOWLEDGES AND AGREES THAT CLECO'S PAYMENT OF INCENTIVE PAYMENTS IS (A) CONDITIONED UPON ALL TERMS, CONDITIONS AND PROCEDURES OF THE PROGRAM AND SUCH PROJECT SPONSOR'S COMPLIANCE THEREWITH AND (B) SUBJECT TO ALL OTHER APPLICABLE LIMITATIONS PROVIDED FOR IN THIS PROGRAM MANUAL, THE PROGRAM MASTER AGREEMENT AND THE OTHER PROGRAM DOCUMENTS.

Project Sponsor Eligibility

A Project Sponsor is any person, organization, group, or individual who contracts with Cleco under a Program Master Agreement to provide Energy Savings and/or Peak Demand Savings by installing Measures under the terms of this Program Manual. The following types of organizations are among those eligible to participate as Project Sponsors:

- Energy service companies
- Local contractors
- National or local companies that provide energy-related products (e.g., HVAC)
- Product retailers, if they install the particular energy-efficient products sold as part of this program.

Requirements:

- Project Sponsors must meet minimum Program eligibility criteria and demonstrate their financial, technical, and managerial qualifications.
- Any subcontractor must be identified in the Program Enrollment Materials. A subcontractor can be added at a later date with Program administrator approval. Project Sponsors and their subcontractors are required to carry all statutorily required insurance and any other insurance required by the Program Master Agreement or other Program documents.

Customer Eligibility

All customers must be commercial electric customers of Cleco Power LLC as identified by use of the account number. Cleco account numbers are located on the electric bill and may be found in the lookup feature within the P3 Premise modal. Facilities in major disrepair that result in less than an expected 10 year life will be considered not eligible.

Customers may include:

Small Commercial Customers:

All commercial customers who receive electrical service from Cleco and have an average peak demand less than 100kW.

Commercial HVAC Tune Up Program

All commercial customers of Cleco with central air conditioning and heat pump systems with a minimum tonnage, are eligible to receive incentives from the HVAC Tune Up program. Participation in the HVAC Tune Up program will require a minimum of one 6 ton or greater per site. Qualifying sites with units ranging from 1.5 tons – 5 tons may be subjected to a wait list or until the Cleco Power Wise HVAC Tune-Up contractor is in the localized area. Systems that have been installed within the past year are NOT eligible. Systems that have received tune-up services in the last ten years are NOT eligible to receive tune-up incentives.

Energy Efficiency Measure Eligibility

Eligible measures have been approved in the Arkansas TRM and are assigned a Deemed Savings value that may be used to determine the amount of an Incentive Payment. This section provides lists of eligible measures, based on the approved Deemed Savings. The Arkansas TRM provides the corresponding Deemed Savings and installation requirements.

If any of the baseline equipment at a Project Site has been removed, or if any of the proposed energy efficient measures have been installed prior to the execution of the Program Master Agreement or the Project Sponsor and Customer Agreement (the "Customer Agreement"), the entire Project will be disallowed.

Small Commercial program is a retrofit program, where the facility (buildings or any additions) must be over two years old (built before January 1, 2022). Measures can be installed only once every ten years.

LIGHTING EFFICIENCY

- Lamp and Ballast Replacements

- Compact and Linear Fluorescent Lighting Replacements
- High Intensity Discharge (HID) Fixture Replacements
- Interior and Exterior Light Emitting Diode (LED) Lighting Upgrades

UNITARY AIR CONDITIONING AND HEAT PUMP EQUIPMENT

- Air Cooled Air Conditioners
- Water and Evaporative Cooled Air Conditioners
- Air Cooled Heat Pumps

WATER CHILLING EQUIPMENT (CHILLERS)

- Screw—Air Cooled
- Reciprocating—Air Cooled
- Reciprocating—Water Cooled
- Rotary/Screw/Scroll—Water Cooled
- Centrifugal—Water Cooled

Cleco shall have final authority, in its sole discretion, to determine whether any particular measure is eligible for incentives.

General Information

Each Project Sponsor participating in the Program may only submit Projects up to such Project Sponsor's budget cap, which limits the maximum amount of incentives that a single Project Sponsor may be eligible to receive under the Program. This cap is not a guaranteed amount. Moreover, such cap may be increased or decreased by Cleco's Program manager. It is the responsibility of the Project Sponsor to monitor the overall Program budget and its Project Sponsor budget cap to determine whether there are ample funds before installing any measures.

- **First-time Project Sponsor Budget Cap:** \$15,000 (Cap can be raised or lowered at the discretion of Cleco's Program manager once work quality is reviewed and passes inspection).
- **Experienced Cleco Project Sponsor Budget Cap:** \$25,000 (Limit can be raised or lowered at the discretion of Cleco's Program manager).

The total Project Sponsor budget cap limit (including any raises discussed above) for a single Project Sponsor is further described in Section 3.2 of this Program Manual.

Projects can be submitted until the Project Sponsor budget cap is reached or all Program funds have been used, subject to any Project submission cutoff dates or budget cap adjustments made in Cleco's sole discretion. Funds will be taken out of the Program budget upon the submission of a Project. Please note that when funds reach zero in the program, there is no guarantee that Cleco will be able to pay incentives on non-submitted Projects.

3. Program Incentives

Cleco shall pay Project Sponsors a fixed incentive per kW and kWh of savings as determined by the approved demand and energy savings formulas in the Arkansas TRM. Demand (kW) payment is based on Peak Demand Savings and Energy (kWh) payment is based on the first-year Energy Savings. All Incentive Payments shall be made directly to the Project Sponsor, not customers. Project Sponsors are not required to provide any direct incentives to customers but are required to execute a Customer Agreement with the customer that indicates the Project Sponsor is participating in a Cleco program and will receive an incentive.

Incentives by Measure

To provide a more comprehensive program, Cleco will pay incentives as shown on the following Tables for each program.

Table 1: Cleco Small Commercial Energy Efficiency Program Incentive

Measure	\$/kWh
LED retrofit	\$0.22/kWh
HVAC replacement	\$0.22/kWh

Table 2: Cleco HVAC Tune-Up Program Incentive

Tons	Incentive
1.5 to 3.5	\$ 225.00
4 to 5	\$ 275.00
6 to 10	\$ 450.00
11 to 15	\$ 650.00
16 to 25	\$ 800.00
26 to 30	\$ 850.00
31 to 50	\$ 1,400.00
51 to 80	\$ 2,000.00
≥ 81	\$ 2,500.00

Table 3: Cleco Small Commercial Direct Install Incentive

Direct Install Measure	Incentive
Smart Thermostat	\$125 per unit installed - Maximum of 2 units per premise

NOTE: CLECO MAY MODIFY ITS INCENTIVE PAYMENTS DURING THE PROGRAM YEAR IF IT IS DEEMED NECESSARY IN CLECO'S SOLE DISCRETION TO MEET ITS GOALS OR TO COMPLY WITH ANY LOUISIANA PUBLIC SERVICE COMMISSION PROCEEDINGS OR RULES. CLECO WILL MAKE REASONABLE EFFORTS TO PROVIDE ADVANCE NOTICE TO PARTICIPATING PROJECT SPONSORS BEFORE ANY SUCH CHANGE IS MADE.

Limits on Incentive Payments

A maximum limit on incentives (budget cap) that will be paid to any one Project Sponsor is \$100,000.

Table 4: Project Sponsor Limits

Project Sponsor Limits	
Small Commercial	\$100,000

The above limit is not a guaranteed contract amount. It is an upper limit that a single Project Sponsor may reach if it has demonstrated continued satisfactory performance and the overall Program budget allows. This limit may be waived in Cleco's sole discretion.

No Project Sponsor has any entitlement or preferential rights to any Program funds for purposes of Incentive Payments or otherwise. Failure to comply with all Program requirements may result in a Project Sponsor’s termination from the Program.

4. Program Enrollment and Timeline

Cleco’s Program website, www.cleco.com/energy-efficiency-programs, will be the key informational resource for the Program. Project Sponsors should check this website regularly for Program updates. Enrollment forms, instructions, and P3 Project tracker database are also accessible from this website.

PROGRAM ENROLLMENT PROCESS

The following steps are to be followed by all prospective Project Sponsors.

1. Complete the online enrollment for Project Sponsor on-line from the link located at <https://cleco.p3.enertrek.com>. (Project Sponsors must specify which measures they plan to install.)
2. Requests to enter formal enrollment review process and are either approved or denied.
3. Prospective Project Sponsors are notified of approval status.
4. Required contracts (including a Program Master Agreement) are signed with approved Project Sponsors.
5. Only after final enrollment approval and under contract, the Project Sponsors will have a status of “Approved” in the database for the approved measures. Once approved, and after the official program opening date, the Project Sponsor is free to market their services to Cleco small commercial customers, contract with the small commercial customers and install the measures.
6. Project Sponsors initiate, track, and report their work on the P3 database. As each project is changed to pre-approval status, the expected incentive amount is deducted from the budgeted funds for that particular

component. (The database automatically calculates the incentive amounts based on the approved Deemed Savings values.)

7. Cleco personnel will inspect a percentage of customer projects where measures have been installed. (Target Inspection rate is a minimum of 10% of Projects submitted.)

Enrollment

All enrollment documents must be completed and submitted on-line. All information **MUST** be entered in the application. If necessary, use the designation NA for “not applicable”. **All information must be correct for serious consideration of the application.**

Cleco will not reimburse any Project Sponsor for any costs incurred by participating in the Program, including, without limitation, costs of preparing the Program Enrollment Materials, reviewing or executing the Program Master Agreement, any Customer Agreement or any other agreement or document relating to the Program, or preparing and submitting implementation or performance reports.

Enrollment Timeline

Cleco will update its program web page for each component at the times shown in Table 5.

Table 5: Program Timeline

Program Dates	Program Timeline
January 5, 2024	Program Registration & Enrollment
January 15, 2024	First day of Program
November 15, 2024	Last day of Program year

Enrollment Review Procedures

Cleco will review the Program Enrollment Materials and may request clarification of, or additional information about, any item submitted as part of the Program Enrollment Materials. Project Sponsors will have seven (7) business days to respond to such requests. If the clarification or additional information provided is not sufficiently responsive, Cleco may, at its sole discretion, request additional information or discontinue its evaluation of the submittal. Previous program participation does not guarantee acceptance.

Enrollment Confidentiality

The Program (and all other Cleco energy efficiency programs) is subject to oversight by the Louisiana Public Service Commission (the "Commission"), which may request a copy of any program materials received by Cleco. Sensitive information identified as such and submitted by the Project Sponsor will be treated confidentially, but only to the extent reasonably practicable in light of the requirements and procedures of the Program and the Commission. Cleco

shall have no liability of any kind to any Project Sponsor or any other party as a result of disclosure of any information.

The Evaluation, Measurement, and Verification (EM&V) team may also request a copy of any program materials that Cleco receives.

Enrollment Evaluation

To ensure a comprehensive program targeting all eligible customers and measures while achieving its demand and energy goals, Cleco will award contracts based upon the Project Sponsor's qualifications, targeted regions and measures.

Cleco may reject a Project Sponsor's Program enrollment for any reason in its sole discretion, including, without limitation:

- The Project Sponsor fails to respond to any request for additional information
- The Project Sponsor fails to meet program eligibility requirements
- The Program Enrollment Materials are received after the program has been fully subscribed
- The Project Sponsor is found to have made material misrepresentations in the Program Enrollment Materials
- The Project Sponsor fails to comply with applicable federal, state and local laws and regulations
- The Program Enrollment Materials are found to be incomplete or insufficient
- The Project Sponsor has performed poorly in previous Cleco programs, or any other utility programs.
- Cleco, in its sole judgment, determines that the Project Sponsor is incapable of fulfilling the terms and conditions of the Program Master Agreement.
- The Project Sponsor fails to submit required insurance documentation.

Certificate of Insurance (COI)

Evidence of general liability, automobile liability, workers compensation, and employers' liability insurance are required. Failure to submit and/or maintain the required insurance will result in a lock-out of the Project Sponsor from the database and possible dismissal from Program participation. All Certificates of Insurance (COIs) shall comply with the requirements set forth in the Program Master Agreement and shall show the certificate holder as Cleco Corporate Holdings LLC.

All required documents including policy renewals must be submitted to energyefficiency@cleco.com. Cleco is not responsible for documents not submitted to the correct address. Insurance requirements of contractors for this program are subject to change at any time upon notification to Contractors:

1. All policies are to be written by insurance companies rated "A- V" or better in Best's Key Rating Guide unless, otherwise approved by Cleco.
2. "Cleco Corporate Holdings LLC, its Subsidiaries and Joint-Owners" are to be named (included) as an additional insured on all liability policies (except workers' compensation and employer's liability policies).
3. Waiver of subrogation in favor of Cleco Corporate Holdings LLC, its Subsidiaries and Joint-Owners is to be included on all policies.
4. Cleco is to be provided 30 days' written notice of policy cancellation.
5. Below are the minimum coverages required by Cleco:

Note: These limits may be achieved through any combination of primary and/or excess liability policies. Excess coverage must be equal to or broader than underlying policies.

- a. General Liability: \$1,000,000 each occurrence

Coverage shall include contractual liability; independent contractor's liability; premises and operations hazard; explosion, collapse and underground hazard; products and completed operations liability; broad form property damage liability; personal injury liability; and watercraft liability. If any of the above coverages are excluded from the general liability policy or sublimits apply to these coverages, they are to be noted on the certificate.

- b. Automobile Liability: \$ 1,000,000 each occurrence
- c. Workers' Compensation: \$500,000, unless limited by statute in the State of Louisiana
- d. Employer's Liability: \$ 500,000 each occurrence

Project Sponsor Approval

Cleco will notify each Project Sponsor of its enrollment status within thirty (30) business days after the completion of the enrollment process. Within seven (7) business days after notification via email of Program enrollment approval, the Project Sponsor must provide Cleco with the following:

- A signed copy of the Program Master Agreement (Downloaded from P3 with Sponsor's information printed on the agreement)
- Any other documentation noted in the approval email.

It is the sole responsibility of the Project Sponsor to ensure that Cleco receives the required supplemental materials by close of business on the applicable due date. Faxed submittals are not acceptable. Once a Project Sponsor's application has been approved and the Program Master Agreement executed, the Program Administrator will open the database to allow the Project Sponsor access to the appropriate website.

Enrollment to the Program does NOT automatically entitle an applicant to receive an agreement to participate as a Project Sponsor.

5. Program Implementation

Work may be performed from the effective date of the Program Master Agreement through and including November 15, 2024 or when Program funds are depleted. Upon receipt of the "approved" email notice from the database or receipt of the countersigned Program Master Agreement and approval of marketing materials, the Project Sponsor may begin marketing and installation activities. All Projects must be submitted after the Pre-Package Checklist is completed and within sixty (60) days after the effective date of the applicable Project Sponsor and Customer Agreement.

Marketing

Project Sponsors are encouraged to use the one-page brochure provided by Cleco and available on the program website. Project Sponsors may not at any time use the Cleco logo or name on any identification cards. **Any other**

marketing materials containing the Cleco name or logo must be approved by Cleco prior to their use and should be included in the application process. Social media advertising and/or mass media advertising such as newspaper must be pre-approved along with the territory for the advertising. Examples of potentially acceptable and non-acceptable phrases are in Appendix E (provided that Appendix E does not constitute the written approval of Cleco required by this paragraph). Cleco reserves the right to terminate the Program Master Agreement of any Project Sponsor using marketing materials containing any unapproved language or reference to Cleco.

A listing of currently approved participating Project Sponsors is available at the Program website, www.cleco.com/energy-efficiency-programs. A prospective customer may use this site for Project Sponsor verification.

Entering into a Program Master Agreement or any other agreement with Cleco as a Project Sponsor does not imply Cleco's endorsement or approval of any company, product, or service.

Prior to Installation

- All Subcontractors must be approved by Cleco prior to beginning installations.
- The Project Sponsor and Customer Agreement must be executed by Project Sponsor, customer, and any subcontractor before work begins.
- Each customer project must be entered individually in P3 to create a unique P3 Project ID
- Enter premise information must be entered and project must be scheduled
- Email addresses are mandatory for all projects
- If project requires pre-approval, approval must be obtained before proceeding with installation

Small Commercial Direct Install

- Create Project in P3 with small commercial customer information
- Enter small commercial premise and schedule assessment

Small Commercial Pre-Package Checklist

- Small Commercial Projects must be entered in P3 database as each premise and measures require pre-approval prior to installation.
 - Required documents found on [Cleco Small Commercial Program Overview in Pre-Package Checklist Section](#)
 - Work schedule via P3 database at least seven (7) days prior to beginning installations.
 - Cleco will not consider payment for installation submitted without the proper *Pre-package Checklist* documents.
 - All *Pre-package Checklist* documents must be pre-approved by the Program before any work begins.
- **Pre-Package Required documents**
 - Project Sponsor & Customer Agreement
 - Executed by Project Sponsor and Customer
 - Estimated Completion Date / Work Schedule required
 - All requested information required
 - All signatures must be dated & authentic
 - Photos of pre-existing conditions
 - **All required photos MUST contain a geotag displaying the location, time, and date**

- that each photo was taken for project to be considered for payment.**
 - Showing fixture layout
 - The wattages and model numbers of old fixtures/lamps
 - Outside view of business name/building
 - **Recent** copy of customers Cleco utility bill – Used to verify Customer’s Eligibility for Small Commercial Energy Efficiency Program
 - ENERGY STAR, DLC, or AHRI Certificate for each model number listed in Lighting Survey Form (LSF) or HVAC Survey Form (ACE)
 - Drawings/Sketches/Maps of facility with locations of installed measures
 - LSF and/or ACE
 - Must be recent excel version (current PY)
 - Project Information Tab must be complete.
 - All fields marked required must have data.
 - Manufacturer & Model numbers are required for each equipment installed.
 - Estimate/Quote must include:
 - Each equipment model number and quantity
 - Each model number on LSF/ACE should be included on estimate;
 - Quantity of each equipment itemized should match or exceed the quantity listed in LSF/ACE
 - Estimated Cleco Incentive Payment (required – from LSF/ACE)
 - Estimated Labor Costs (optional; must be itemized if customer is being charged)
- **All** pre-package/pre-installation documents must be pre-approved by the Program **before** any work begins in P3 for any project.

Post Installation


After measures are completed, the following Post-package Checklist documents are required for projects Final Approval by a Program representative in P3 upon savings verification.

Small Commercial Post-Package Checklist

- Small Commercial Projects must be entered in P3 database as each premise and measures require post-approval prior to installation.
- Required documents found on [Cleco Small Commercial Program Overview in Post-Package Checklist Section](#)
- Invoice/Itemized bill of materials
 - Each equipment model number and quantity (required)
 - Each model number on LSF/ACE should be included on estimate; the quantity of each should match or exceed the LSF/ACE
 - Cleco Incentive Payment (required – from LSF/ACE)
 - Estimated Labor Costs (optional; must be itemized if customer is being charged)
- An updated LSF and/or ACE calculator should be uploaded to P3 as needed to adjust any incentives improperly input at any time during the project. Manufacturer & Model numbers are required for each equipment installed in addition to any columns marked as required.
- Post installation photos
 - outside view of facilities, inside view of equipment layout, equipment installed (make, model numbers, wattage)

- **All required photos MUST contain a geotag displaying the location, time, and date that each photo was taken for project to be considered for payment.**
- Post LSF or ACE calculator(s)
- Customer Acknowledgement Form (signed by Customer and Project Sponsor)
- If a subcontractor was used, Project Sponsor must provide the customer with an **All Bills Paid Affidavit**.
- Note: All forms available on the Power Wise website and is located in Appendix D of Program Manual

HVAC Tune Up Program Post-Installation Checklist

- Field Data Form
- Pre & post filter photos
- Pre & Post CFM photos
- Customer Invoice
 - Itemization of all services provided during the HVAC Tune-Up & any installed measures
 - Cleco Incentive Payment must be included on all invoices
- Completed Project Sponsor and Customer  Agreement

6. Reporting and Project Submission

All Projects and incentive reporting will be done via the P3 database. The Project Sponsor will upload the Customer Agreement and any other agreements with the customer and field notes forms into the database.

Reporting

When an installation is reported, the database will deduct the incentive from the total balance of funds for the program.

The following information is required for each Project completed:

- Business/Customer type
- Business name & address
- Contact Name & Contact phone
- Cleco meter number
- Daytime telephone number & valid email address
- Parish
- Existing Unit Manufacturer & Model Number(s)
- Unit Type: Air Conditioner or Heat Pump
- Small Commercial Projects
 - Type of heating
 - Type of cooling
 - Water Heater Type
 - List of installed measures
 - Completed ACE/LSF
 - For Direct Install Smart Thermostat, Market actor will need the following information from premise:

Building type: Assembly College Fast Food
 Full Menu Restaurant Grocery Health Clinic
 Large Office Lodging Religious
 Retail School Small Office

Heating Type: Electric Resistance Gas Heat Pump

Unit Type: Air Conditioning Heat Pump

System Type: Split Package

Existing Thermostat Type: Manual or Programmable

Cooling Capacity in Btuh _____

Manufactured Year of HVAC System: _____

Quantity Installed: 1 or 2

One-by-One Submission

1. Access your Project List and select the Project you wish to submit that are in the “Work Completion Pending.”
2. Within the Project Details page, select the “Submit” from the dropdown menu (in the top right panel under the Project status).
3. Select the “Submit” button in blue to submit Project.
4. Project will be submitted if it meets all of the program requirements.

Batch Submissions

Small Commercial Projects

1. Access your Project List and select the Project you wish to submit that are in the “Work Completion Pending.”
2. Select the “Batch Action” dropdown menu.
3. Select “Submit” from the dropdown menu. A confirmation message will appear.
4. Click “Go” within the confirmation window.
5. Projects will be submitted if they meet all of the program requirements.

HVAC Tune-Up Projects

1. Project Sponsor uses importer template with all required information completed
2. Importer is sent directly to Frontier Energy for import
3. Once measures have been added the following required documents will need to be uploaded to the Project Upload section for each premise:
 - a. Project Sponsor and Customer Agreement
 - b. Field Data Sheet

- c. Customer Invoice
- d. Required photos **All required photos MUST contain a geotag displaying the location, time, and date that each photo was taken for project to be considered for payment**

Cleco will review and process the submitted Projects. Projects that meet all requirements listed above will be approved for Incentive Payment and will be batched twice monthly.

7. Project Payments

Installation Inspections

All Measures installed under the Program must conform to or exceed the standards listed in the Arkansas TRM Deemed Savings Tables. Cleco will take a sample of customer sites and make field Inspections to determine if each Measure has been installed properly and is capable of performing its intended function. If Measures installed do not meet the Inspection standards, they will not be eligible for incentives.

If Cleco is unable to contact the customer to make an Inspection, the Project Sponsor may need to make the Inspection arrangements. If Cleco is unable to inspect Measures installed at the customer's location, those Measures may be counted as failures.

Incentive Payment Adjustments

After field Inspections are completed, all installations will be evaluated on a measure-by-measure basis to calculate an adjustment factor for the Incentive Payment. This adjustment factor will be the ratio of the incentive total for all measures that pass Inspection to the total incentive for all Measures tagged for Inspection. **The adjustment factor will then be applied to all sites on the Invoice.**

The algorithm for calculating the adjustment factor is described below:

$$\text{Adjustment Factor} = \frac{\text{Incentive total for measures that pass inspection}}{\text{Incentive total for all measures tagged for inspection}}$$

In instances where all Measures pass Inspection, the adjustment factor is 1.00. This assumes all figures on the Invoice are correct. If only 75% of the inspection sample passes Inspection, the adjustment factor will be 0.75; only 75% of the incentives will be paid.

If the Project Sponsor disagrees with the incentive payment, the Project Sponsor may request that all information be reviewed again after the Project Sponsor provides additional clarifying information. If the Project Sponsor and Cleco cannot agree on the adjustments after the review, the Project Sponsor and Cleco must use the dispute resolution mechanisms that are specified in the Program Master Agreement.

The customer may contact Cleco representative at any time with any issues concerning the Program design or Project Sponsors working in the Program.

Accurate Reporting

Accurate reporting is of key importance in calculating savings achieved. Cleco may prohibit a Project Sponsor from submitting certain Measures if problems occur repeatedly in accurate reporting of required information in the Pre and Post-Package Checklists. All installations must be entered and submitted within sixty (60) days after the effective date of the applicable Customer Agreement. Failure to adhere to the reporting requirements may be used for termination of the Program Master Agreement.

Excessive Failures

CLECO reserves the right to limit the Measures a Project Sponsor is allowed to install or to terminate Program Master Agreements due to excessive failures.

Payment of Invoice

Project invoicing will be processed after documentation is reviewed for accuracy, inspections are completed, and the incentives have been adjusted. Any projects that require corrections may be subject to the next invoice date. The 2024 invoice schedule is listed in Table 9.

Cleco will review and process the submitted jobs in the order received. Once the reviewed Projects are approved and ready for Incentive Payment, Cleco will batch approved projects into invoices by program on the invoice dates listed below. The invoices are submitted to Cleco Accounts Payable (AP) to process and issue payments to market actors profile set up with the AP department. See chart below in “Payment of Invoice” section for project submission deadlines, inspection/documentation complete dates, and corresponding invoicing dates. Cleco will process approved invoices twice monthly. If there are updates that need to be made with Cleco AP, please contact energyefficiency@cleco.com to seek further assistance.

Table 6: 2024 Invoice Schedule

<p align="center">PROJECT SUBMISSION DEADLINE</p> <p align="center">(Documents accurate by this date)</p>	<p align="center">INVOICE DATE</p> <p align="center">*Projects submitted before PROJECT SUBMISSION DEADLINE, inspections completed (if applicable), & approved before INVOICE DATE should be included on this invoice</p>
Sunday, January 28, 2024	Friday, February 9, 2024
Sunday, February 11, 2024	Friday, February 23, 2024
Sunday, February 25, 2024	Friday, March 8, 2024
Sunday, March 10, 2024	Friday, March 22, 2024
Sunday, March 24, 2024	Friday, April 5, 2024
Sunday, April 7, 2024	Friday, April 19, 2024
Sunday, April 21, 2024	Friday, May 3, 2024
Sunday, May 5, 2024	Friday, May 17, 2024
Sunday, May 19, 2024	Friday, May 31, 2024
Sunday, June 2, 2024	Friday, June 14, 2024
Sunday, June 16, 2024	Friday, June 28, 2024
Sunday, June 30, 2024	Friday, July 12, 2024
Sunday, July 14, 2024	Friday, July 26, 2024
Sunday, July 28, 2024	Friday, August 9, 2024
Sunday, August 11, 2024	Friday, August 23, 2024
Sunday, August 25, 2024	Friday, September 6, 2024
Sunday, September 8, 2024	Friday, September 20, 2024
Sunday, September 22, 2024	Friday, October 4, 2024
Sunday, October 6, 2024	Friday, October 18, 2024
Sunday, October 20, 2024	Friday, November 1, 2024
Sunday, November 3, 2024	Friday, November 15, 2024
Sunday, November 17, 2024	Monday, December 2, 2024
<i>Monday, December 2, 2024</i>	<i>Friday, December 13, 2024</i>
<i>Sunday, December 15, 2024</i>	<i>Monday, December 23, 2024</i>

CLECO’S PAYMENT OF INCENTIVE PAYMENT(S) TO PROJECT SPONSOR IS EXPRESSLY AND SPECIFICALLY CONDITIONED UPON (I) CLECO'S RECEIPT OF ALL REQUIRED NOTICES, SUBMITTALS AND MATERIALS FROM PROJECT SPONSOR WITHIN THE APPLICABLE PERIODS SPECIFIED IN THIS PROGRAM MANUAL, THE PROGRAM MASTER AGREEMENT AND ALL OTHER PROGRAM DOCUMENTS, (II) PROJECT SPONSOR'S COMPLIANCE WITH ALL TERMS AND PROCEDURES APPLICABLE TO THE PROJECT SPONSOR UNDER THIS PROGRAM MANUAL, THE PROGRAM MASTER AGREEMENT AND ALL OTHER PROGRAM DOCUMENTS

(III) THE PROJECT SPONSOR BUDGET CAP AND (IV) AVAILABILITY OF FUNDS UNDER THE PROGRAM FOR PURPOSES OF INCENTIVE PAYMENTS. FAILURE BY PROJECT SPONSOR TO DELIVER ANY OF SUCH NOTICES, SUBMITTALS OR MATERIALS WITHIN SUCH PERIODS OR TO COMPLY WITH SUCH TERMS AND PROCEDURES SHALL BE DEEMED A MATERIAL BREACH OF THE THIS PROGRAM MANUAL, THE PROGRAM MASTER AGREEMENT AND ALL OTHER PROGRAM DOCUMENTS.

8. Summary of Procedures & Frequently Asked Questions

Summary of Procedures

Enrollment and Approval Process

1. Fully read this Program Manual and all documents referenced herein.
2. Complete Enrollment through link found at <https://cleco.p3.enertrek.com>.
3. Submit all required enrollment documents.
4. Cleco will notify applicants of the enrollment status within thirty (30) business days
5. Submit all items requested in the contract approval email within seven (7) business days
6. Once all required items have been received and approved, Cleco will execute the Program Master Agreement. Cleco may pre-approve measures after approval of all enrollment documentation.

Prior to Installation

1. Complete work schedule in P3 database and keep it updated.
2. Subcontractors must be approved by Cleco prior to beginning installations. Cleco must be notified in writing if a new subcontractor was included during or after the Project Sponsor's enrollment process. Cleco must approve the subcontractor in writing before work begins.
3. All marketing materials must be approved by Cleco including social media and multi-media such as newspaper advertising
4. Customer must sign the Project Sponsor and Customer Agreement before work begins.
5. Prior to installations create project in P3 with customer & premise information
6. Submit project for pre-approval via P3 database. For Small Commercial projects, all Pre-package Installment Checklist documents must be submitted for pre-approval including:
 - o Project Sponsor and Customer Agreement signed by Customer, Project Sponsor and any subcontractor before work is started
 - o Pre-LSF and/or Pre-ACE calculator(s)
 - o Work schedule via P3 database at least seven (7) days prior to beginning installations
 - o Photos of pre-existing conditions
 - o Certification of Equipment – ENERGY STAR, DLC, or AHRI
 - o Estimated Quote

After Installation

1. Submit copy of Customer Invoice itemizing measures installed, services performed, a copy of customer assessments and Cleco Incentive applied in P3 Database
2. Submit Required photo documentation in P3 Database

3. Submit Signed by Project Sponsor and Customer Agreement
4. Submit project for savings verification & final payment via P3 database
5. Field Data sheet must be uploaded (if applicable for program)
6. For Small commercial, all Post-package Checklist documents, including:
 - a. Post-LSF and Post-ACE Calculator(s)
 - b. If a subcontractor was used, Project Sponsor must provide the customer with an All Bills Paid Affidavit.
 - c. Project Sponsor and Customer must sign the Customer Acknowledgement Form (if applicable)

Reporting

1. Report installations on-line within the appropriate time frame
 - Complete work and submit each Project for Incentive Payment within sixty (60) days after the effective date of the applicable Project Sponsor and Customer Agreement, and in all cases on or before November 15, 2024.
 - Cleco will review and process the submitted Projects. Once the reviewed Projects are approved and ready for Incentive Payment, Cleco will process approved invoices twice monthly.
2. Upload the following to the P3 database:
 - Cleco copy of the fully executed Project Sponsor and Customer Agreement and (if applicable) Customer Acknowledgment Form for each customer included in the request for Incentive Payment
 - Photos as required by this Program Manual.

Payment

1. A sample of sites will be inspected
2. Payment will be issued based on the percentage of measures that pass Inspection
3. All Incentive Payments are further subject to the limitations set forth in this Program Manual, the Program Master Agreement and all other Program documents

Frequently Asked Questions

1. *What if the measures I actually install are slightly different from what was described in the original enrollment?*

Project Sponsor may only install the measures approved in the enrollment.

2. *Do I have to give the incentive to the customer?*

No. The Project Sponsor may use the incentive in any manner they see fit. In the Project Sponsor and Customer Agreement that the customer and the Project Sponsor are required to sign, the customer acknowledges that the Project Sponsor is receiving incentives through Cleco's energy efficiency program.

3. *What happens if I don't report the measure installation data within sixty (60) days?*

The program manager has the authority to cancel/delete any Project entered into P3 and not submitted within sixty (60) days after the effective date of the applicable Customer Agreement.

4. *What happens if I am approved as a Project Sponsor, but don't perform any Projects during the program*

year?

Poor performance in this area may be used by Cleco to limit a Project Sponsor's future participation.

5. *What happens if there were funds available when I checked, but when I completed the Project no program funds remain?*

It is the responsibility of the Project Sponsor to monitor the overall program budget and their Project Sponsor limit to determine there are ample funds before implementing installations.

9. Approved Market Actor Conduct and Expectations; Other Terms and Conditions

Approved Market Actor Expectations

Partnering with Cleco Power Wise as an approved market actor is a privilege, not guaranteed. Approved market actors are representatives of Cleco's Power Wise Program and must always act in a professional manner. Failure to uphold these standards may result in disciplinary action leading up to termination from the program.

Customer Service and Professionalism

Providing excellent customer service to those customers participating in the Cleco Power Wise program should be a top priority. While you are representing Cleco while participating in the Cleco Small Commercial Program, you should also consider how your own business looks when it comes to customer service and professionalism.

Returning customer phone calls

Approved market actors are required to return Cleco customer calls within three business days. We recommend creating and maintaining your own contact log for the Cleco Power Wise Program. This will help ensure you are able to provide accurate record of contact/attempted contact with a customer should it ever be questioned. A call log could contain information such as date of a call, number called, if you left a message, or details of a conversation if you were able to speak to someone. Noting key highlights from a conversation can also be a way to help determine what the customer is looking for from this program, or if they are looking for something outside of the scope of the program.

If a customer contacts Cleco to get information about the status of their project because you have not returned their calls/emails within three business days, we will provide the approved market actor contact list and recommend the customer to contact another market actor for a quote.

Providing Quotes

Quotes are required to be provided to a customer within five business days of their initial walk through. If you find you have inaccurate contact information for the customer and are unable to provide a quote within five business days, please contact Cleco Power Wise and we will assist you with getting accurate contact information for the

customer. If you are unable to quote a customer for any reason, please communicate that with the customer so they may get in touch with a different contractor if needed.

After quoting, create a project in P3 and enter in estimate and LSF/ACE calculator. If the customer does not wish to move forward with the job, please change the status to *Unable to Complete* in P3.

Customer Service Expectations

- Project Sponsors are required to notify the Program team immediately of any customer complaints.
- A Program consultant or Project Sponsor will ask the customer to complete a satisfaction survey after each quality control Inspection or after the project is completed and will encourage customers to share any feedback that would help Cleco improve the Program.
- Feedback collected from customer satisfaction surveys will be analyzed by the Program team and pertinent findings will be reviewed with Project Sponsors individually. If negative feedback is received, the Project Sponsor will be contacted immediately so that service recovery can take place and steps can be taken to prevent future negative occurrences.
- All Project Sponsors must perform work in a professional manner that reflects the intent and requirements of the Program. Repeated Inspection failures or other material violations of Program requirements may, in Cleco's sole discretion, result in termination of the Project Sponsor from the Program.
- Project Sponsors, upon request from Cleco, and at Project Sponsor's sole cost, shall make reasonable repairs or corrections to work that Project Sponsor or its subcontractor has performed to bring such work up to the Program's standards in Cleco's sole discretion. The repairs or corrections must be completed within the time frame specified by Cleco. Project Sponsors must also take steps to ensure that future work will comply with such standards and other requirements of the Program.

Quality Assurance and Disciplinary Action

Violation of Program Requirements

Cleco, in its sole discretion, may take disciplinary action in response to violations of Program requirements, including immediate removal from the Program. Such violations include, but are not limited to, the following:

- Any funding provided to Project Sponsors or customers (including incentives and rebates) is used to pay for or reimburse an item or activity not authorized under the Program.
- Any fraudulent use of the Program, including submitting falsified rebate, incentive or other Program forms, or submitting requests for rebates or incentives for equipment or work previously paid for or funded by another Energy Efficiency program.
- Any misrepresentation of the Program by a Project Sponsor in communications or in advertisements directed to a customer or potential customer. Failure to comply with the advertising guidelines stated herein will result in the Project Sponsor's termination from the Program or suspension from the Program until the non-compliant advertising is ceased.
- Failure to perform in accordance with Program agreements, contracts, guidelines, policies, procedures and technical specifications may result in suspension or revocation of the Project Sponsor's ability to participate in the Program.
- Continued customer complaints and/or continued low scores from customer satisfaction survey results.

Probation and Termination

In addition to the violations enumerated above, Project Sponsors who fail on-site inspections, have discrepancies between rebate or incentive forms and invoices, have other issues calling into question the integrity of data or violate any material Program requirements may, in Cleco's sole discretion, be placed on probation.

When on probation, the Project Sponsor may be required to coordinate a larger percentage of quality control Inspections and provide additional data for each Project, depending on the specific energy conservation measure. The duration and specific nature of the probationary period will be determined on a case-by-case basis in Cleco's sole discretion.

Cleco, in its sole discretion, reserves the right to suspend or terminate any Project Sponsor for any material violation of Program requirements, including, without limitation, the following infractions:

- Violation of this Program Manual, the Program Master Agreement, & Project Sponsor and Customer Agreement.
- Failure to obtain and maintain minimum insurance requirements.
- Failure to complete required training.
- Non-compliance of specialized equipment.
- Non-compliance with regulatory requirements.
- Failure to comply with Cleco's advertising guidelines and requirements.
- Verbal or physical abuse of a Cleco employee or customer.
- Failure to schedule work through the P3 database.

Customer Complaints

Customers with comments or complaints may contact Cleco directly via phone or email. This includes customer complaints that relate to a Project Sponsor, subcontractor, third party consultant or inspector or other service provider (each of the foregoing, including the Project Sponsor and subcontractors, a "Service Provider"). Cleco offers the dispute resolution process outlined below solely for purposes of convenience and customer service.

CLECO IS UNDER NO OBLIGATION TO RESOLVE ANY DISPUTE ARISING BETWEEN OR AMONG CUSTOMERS AND SERVICE PROVIDERS.

Cleco Small Commercial Energy Efficiency Program
Contact: Jaci Sewell – Program Manager
Phone: 1-833-373-6842
Email: jaci.sewell@cleco.com

Dispute Resolution Process

1. Review the customer's concern.
2. Assist customer with facilitating contact with their chosen contractor to discuss resolution.
3. Communicate and document how the dispute was resolved (or not resolved).

If the result of the process shows an issue(s) with a Service Provider, the Program Manager will document the issue(s) in writing to such Service Provider, along with a plan for corrective action and a warning that further

incidents will not be tolerated. If the behavior does not improve over a specified time, the Program Manager may remove such Service Provider from the Program.

Each Service Provider will also be held accountable for customer complaints regarding its employees or subcontractors.

Other Terms and Conditions

NO REVIEW, INSPECTION, CONSIDERATION, STATEMENT OR ACCEPTANCE BY CLECO OF OR REGARDING ANY PROJECT, PROJECT SITE, REQUEST FOR AN INCENTIVE PAYMENT OR REBATE OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTAINING OF MEASURES SHALL BE CONSTRUED OR RELIED UPON AS A REPRESENTATION OR WARRANTY BY CLECO REGARDING ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, COMPATIBILITY, SAFETY OR RELIABILITY OF ANY PROJECT, PROJECT SITE, MEASURES OR INSTALLATION THEREOF. BY PARTICIPATING IN THE PROGRAM, EACH PROJECT SPONSOR, SUBCONTRACTOR AND CUSTOMER ACKNOWLEDGES THAT CLECO HAS NOT HERETOFORE MADE NOR HEREBY MAKES ANY SUCH REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED.

ALL PROJECTS INSTALLED AND/OR SERVICES PERFORMED UNDER THE PROGRAM MUST BE UNDERTAKEN BY A PROJECT SPONSOR OR SUBCONTRACTOR PARTICIPATING IN THE PROGRAM. THE SELECTION OF A PARTICIPATING PROJECT SPONSOR OR SUBCONTRACTOR TO PERFORM THE WORK IS THE SOLE DECISION OF

THE CUSTOMER. CLECO DOES NOT ENDORSE, NOR MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH ANY PRODUCT, INDIVIDUAL, COMPANY OR WORK PERFORMED UNDER THE PROGRAM. CLECO MAKES NO GUARANTEE NOR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, COST OR EFFECTIVENESS OF THE PRODUCTS PROVIDED OR WORK PERFORMED BY ANY PARTICIPATING COMPANY OR BY ITS EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS.

INDEMNIFICATION

EACH CUSTOMER, PROJECT SPONSOR, CONTRACTOR, SUBCONTRACTOR, SUPPLIER AND OTHER PERSON OR COMPANY PERFORMING, SUPPLYING, INSTALLING, SOLICITING, PURCHASING OR RECEIVING WORK, SERVICES, GOODS, EQUIPMENT OR OTHER MATERIALS IN CONNECTION WITH THE PROGRAM (EACH HERINAFTER REFERRED TO AS A "PROGRAM PARTY") AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS CLECO 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 CLECO (HEREINAFTER REFERRED TO AS "AFFILIATES") AND THE RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, EMPLOYEES AND OTHER

REPRESENTATIVES (HEREINAFTER REFERRED TO AS "REPRESENTATIVES") OF CLECO AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, ATTORNEYS' FEES, EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, EXPERT WITNESS FEES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS AND ANY AND ALL LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND WHATSOEVER (HEREINAFTER REFERRED TO AS "CLAIMS") ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE PROGRAM, ANY PROJECT, ANY PROJECT SITE, ANY MEASURES OR THE INSTALLATION, MAINTENANCE OR PERFORMANCE THEREOF, ANY PROGRAM RELATED AGREEMENT OR CONTRACT, ANY OTHER PROGRAM DOCUMENT OR THE ACTS OR OMISSIONS OF ANY PROGRAM PARTY OR ITS REPRESENTATIVES OR OF CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION: (I) INJURY TO, OR DEATH OF, PERSONS, (II) DAMAGE TO PROPERTY OR NATURAL RESOURCES, (III) VIOLATION OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL, HEALTH AND SAFETY LAWS AND REGULATIONS, (IV) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION, (V) EQUIPMENT MALFUNCTIONS AND (VI) ENERGY SAVINGS SHORTFALLS. EACH PROGRAM PARTY WAIVES AS TO CLECO (INCLUDING ITS AFFILIATES) AND ITS REPRESENTATIVES, WITH RESPECT TO ANY CLAIMS BROUGHT AGAINST CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, ANY DEFENSE SUCH PROGRAM PARTY MAY HAVE BY VIRTUE OF THE WORKER'S COMPENSATION LAWS OF ANY STATE, TO THE EXTENT ALLOWED BY LAW.

THE FOREGOING INDEMNITY OBLIGATIONS SPECIFICALLY INCLUDE ANY CLAIM ARISING OR ALLEGED TO ARISE FROM NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF CLECO (INCLUDING ITS AFFILIATES) OR ITS REPRESENTATIVES, REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY IS A JOINT AND CONCURRING CAUSE OF SUCH CLAIM; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY OBLIGATIONS SHALL NOT APPLY TO A CLAIM TO THE EXTENT THAT SUCH CLAIM IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OF CLECO IN THE CONDUCT OF CLECO'S ON-SITE INSPECTION OF A PROJECT SITE FOR PROGRAM PURPOSES.

APPENDIX A

GLOSSARY

- A -

AHRI: Air Conditioning, Heating and Refrigeration Institute.

- B -

Baseline: For purposes of determining estimated and measured energy savings for equipment replacement Projects implemented under the Program, the baseline is generally defined as the energy consumed by equipment with efficiency levels that meet the applicable current federal standards and reflect current market conditions. In certain limited circumstances, the baseline may be determined by the equipment or conditions currently in place. This is likely to occur only when federal energy efficiency standards do not apply, or when the Existing Equipment can be shown by the Project Sponsor to have a remaining service life of at least ten years. For determining estimated and measured savings for building shell improvements, the baseline is generally determined by the building's current condition, e.g., existing insulation 'r' values, air infiltration rates, etc.

- C -

Commission: The Louisiana Public Service Commission.

Commercial Customer: A qualified commercial customer of Cleco (i) owns or leases facilities at one or more Project Sites and (ii) has entered into a Customer Agreement with the Project Sponsor for the installation of Measures as a part of a Project.

Small Commercial Customer: A qualified small commercial customer of Cleco with an average peak demand of 100kW or lower that (i) owns or leases facilities at one or more Project Sites and (ii) has entered into a Customer Agreement with the Project Sponsor for the installation of Measures as a part of a Project.

Customer Agreement: A Project Sponsor and Customer Agreement, a form of which shall be provided by Cleco, between a Customer and a Project Sponsor that specifies, among other things, the rights and obligations of each party thereto with respect to the installation of certain Measures.

- D -

Deemed Savings: A pre-determined, validated estimate of Energy Savings and Peak Demand Savings, attributable to a Measure in a particular type of application, that a utility may use instead of Energy Savings and Peak Demand Savings determined through measurement and verification activities.

DLC: Design Lighting Consortium.

- E -

Energy Efficiency Service Provider: A person who installs Measures or performs other energy efficiency services.

Energy Savings: A quantifiable reduction in a customer’s consumption of energy, or the amount by which energy consumption is reduced as a result of the installation of qualifying Measures. Energy savings are determined by comparing the efficiency of the installed Measures to that of an appropriate Baseline.

ENERGY STAR: ENERGY STAR® is the government-backed symbol for energy efficiency, providing simple, credible, and unbiased information that consumers and businesses rely on to make well-informed decisions.

Evaluation, Measurement and Verification (EM&V): A catch-all phrase used in the energy industry to refer to a systematic review of the delivery and impacts of energy efficiency programs.

Existing Equipment: The equipment that is installed at the customer’s site prior to the customer’s participation in the Program.

– I –

Incentive Payment: A payment made to a Project Sponsor based on the level of approved Peak Demand Savings, Energy Savings and/or Deemed Savings (each expressed as kW or kWh, as applicable). Incentive rates are based on Commission approved avoided costs and incentive caps.

Inspection: Onsite examination of a Project to verify that a Measure has been installed and is capable of performing its intended function.

- M –

Measure(s): New equipment, material or systems that, when installed and used at a Project Site, result in a measurable and verifiable reduction in either purchased electric energy consumption measured in kilowatt-hours (kWh), or Peak Demand measured in kilowatts (kW), or both. Measures shall improve the electrical efficiency of existing and ongoing electricity-consuming end-uses which meet the requirements of the Program, this Program Manual and of all agreements between a Project Sponsor and Cleco. Measures do not include equipment, material or systems that are installed as a part of new construction.

- P –

Peak Demand: The electrical demand at the time of the highest annual demand on the utility’s system, measured in 15 minute intervals.

Peak Demand Savings: The reduction in demand on the utility’s system at the times of the utility’s summer peak period, during the months of June, July, August and September. Peak Demand Savings will be determined by comparing the efficiency of the installed Measures to that of an appropriate Baseline.

Program: Cleco's Small Commercial Energy Efficiency Program, Program Year 10, as more particularly described in this Program Manual.

Program Enrollment Materials: The forms, documents and other materials (hard copy, electronic or otherwise) submitted by a Project Sponsor (or prospective project sponsor) in connection with its enrollment in or application to the Program.

Program Manual: The foregoing document (entitled "CLECO – 2024 Cleco Small Commercial Energy Efficiency Program – 2024 LA Quick Start Phase I – Program Year 10(PY10)"), together with all addenda, exhibits, forms and

other attachments hereto, all as may be updated, amended or modified from time to time in Cleco's sole discretion, subject to any notice requirements therein.

Program Master Agreement: A contract entered into by the Project Sponsor and Cleco following the approval of the Project Sponsor's Program Enrollment Materials. The Program Master Agreement, along with this Program Manual and any other agreements between Project Sponsor and Cleco, governs Project Sponsor's participation in the Program and sets forth certain rights and obligations relating thereto.

Program Portfolio Portal (P3): Software application utilized in the Program to report and track Project savings, and incentives. "Program Portfolio Portal" is sometimes abbreviated herein as "P3."

Project: One or more Measures installed at a Project Site under a Program Master Agreement in accordance with the Program, as further described in the Program Manual. A single Project may include Measures installed at multiple Project Sites.

Project Site: The location of a Customer's facilities at which approved Measures will be installed pursuant to a Customer Agreement.

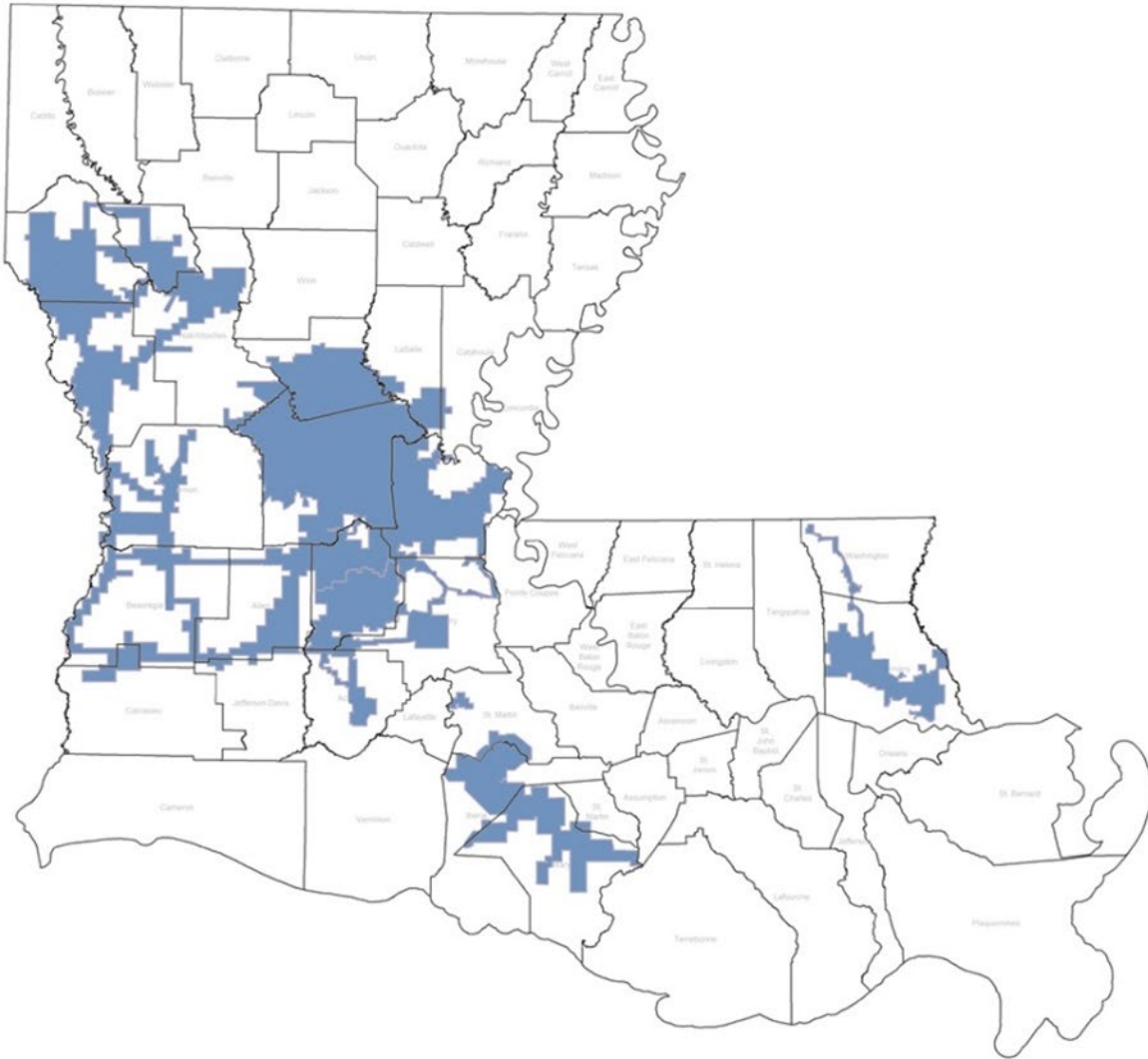
Project Sponsor: Any organization, group, or individual under contract with Cleco to provide Energy Savings and/or Peak Demand Savings within the parameters of the Program, this Program Manual, a Program Master Agreement and any other governing documents.

Prudent Electrical Practices: Those practices, methods, standards, and equipment commonly used in prudent electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability, and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code, and any other applicable federal, state and local codes. In the event of a conflict, the applicable federal, state, or local code shall govern.

-T -

Technical Reference Manual (TRM): A resource document that includes information used in program planning and reporting of energy efficiency programs. It can include savings values for measures, engineering algorithms to calculate savings, impact factors to be applied to calculated savings (e.g., net-to-gross values), protocols source documentation, specified assumptions, and other relevant material to support the calculation of measure and program savings. The term "Technical Reference Manual" is sometimes abbreviated herein as "TRM."

APPENDIX B
Cleco Service Area Map
(Parishes)



Appendix C
Towns Served

This list is not all inclusive but does represent many of the towns Cleco serves. Please request a Cleco bill in order to verify participant is a Cleco customer.

Abita Springs	Cypremort	Hineston	Patterson
Alexandria	Point	Jeanerette	Pearl River
Amelia	DeQuincy	Keatchie	Pelican
Baldwin	DeRidder	Kinder	Pine Prairie
Ball	Deville	Kolin	Pineville
Basile	Dry Prong	Lacombe	Plaucheville
Bayou Latanier	Dupont	Lecompte	Pleasant Hill
Bayou Vista	Echo	Leesville	Pollock
Beaux Bridge	Edgefield	Loreauville	Ragley
Benson	Effie	Madisonville	Rayne
Berwick	Elizabeth	Mamou	Reddell
Bordelonville	Elmer	Mandeville	Rosepine
Boyce	Elton	Mansfield	Simmesport
Bunkie	Esler	Mansura	Slidell
Campti	Eunice	Many	South
Centerpoint	Evergreen	Marksville	Mansfield
Centerville	Florien	McNary	South Sabine
Chambers	Forest Hill	Merryville	St. Landry
Charenton	Franklin	Mora	St. Martinville
Chataignier	Franklinton	Moreauville	Turkey Creek
Cheneyville	Garden City	Morgan City	Vick
Colfax	Glenmora	New Iberia	Ville Platte
Converse	Gloster	New Llano	Washington
Cottonport	Grand Cane	Noble	Woodworth
Coushatta	Greenwood	Oakdale	Zwolle
Covington	Gueydan	Oberlin	
Creola	Hamburg	Opelousas	
Crowley	Hessmer	Oxford	

APPENDIX D
FORMS

All Bills Paid Affidavit

**AFFIDAVIT OF PAYMENT OF CONTRACTORS,
LABORERS AND MATERIALMEN**

Date: _____
Affiant: _____
Customer: _____
Property: _____

Affiant on oath swears that the following statements are true:

1. Affiant is the seller and the installer (Project Sponsor) of the high efficiency materials and equipment as described on the accompanying Residential Participant Agreement.
2. Affiant has paid each of Affiant's contractors, laborers, and materialmen in full for all labor and materials provided to Affiant for the purchase and installation of the high efficiency measures. Affiant is not indebted to any person, firm, or corporation by reason of any such construction, procurement or related work.
3. Affiant hereby warrants that no mechanics or materialmen's liens will be placed on Customer's property relating to the installation of high efficiency measures.

Affiant Signature

Affiant Name and Position

Acknowledgement
STATE OF LOUISIANA §
PARISH OF _____ §

This instrument was acknowledged before me on the ____ day of _____, _____, by Affiant.

Notary Public, State of Louisiana

Project Sponsor and Customer Agreement
Cleco Small Commercial Energy Efficiency Program
Please list each customer site.

This agreement is entered into on _____ (the "Effective Date") between the following parties:

 (Date)

 (Customer Street Address) (City) (State) (Zip) (Daytime phone #)

 (Project Sponsor) (Street Address) (City) (State) (Zip) (Phone #)

 (Subcontractor – if applicable) (Street Address) (City) (State) (Zip) (Phone #)

Project Name: _____ Project #: _____ Est. Start: ____ / ____ / ____ Est. Completion: ____ / ____ / ____

Project Location/Site (list all sites): _____

The parties hereto agree as follows:

1. Project Sponsor agrees to sell and install and Customer agrees to purchase the energy efficiency measures described in the Bill of Sale dated _____ (the "Bill of Sale") that will produce energy savings and/or peak demand savings that qualify through the Cleco Small Commercial Energy Efficiency Program, as described in the Program Manual that is available on Cleco's website.
2. Project Sponsor warrants that it will install all energy efficiency measures in a good and workmanlike manner consistent with Program standards and inform Customer of any adverse environmental or health effects associated with such measures.
3. Customer has received a list of equipment to be installed (quantity, model #s and efficiency ratings), as set forth in the Bill of Sale.
4. Project Sponsor will maintain, or will ensure subcontractor maintains, all insurance required to be carried under the Program Master Agreement.
5. If a subcontractor is used, subcontractor must sign where indicated below and, after completion of the installation of the measures, Project Sponsor shall provide Customer an "All Bills Paid" affidavit ensuring that no lien will be placed on Customer's property relating to the installation of measures pursuant to this Project Sponsor and Customer Agreement (this "Agreement").
6. Each of the undersigned acknowledges that (i) the Program Manual includes a complaint procedure through which Customer may report performance issues by Project Sponsor or subcontractor and (ii) Cleco, however, is under no obligation to resolve disputes between or among the undersigned.
7. Customer acknowledges that (i) Project Sponsor may receive an incentive for the energy and peak demand savings derived from Customer's energy efficiency improvements and that such incentive shall be paid for through a customer-funded program, and (ii) but for the Program and the incentives provided thereunder, the project would not have been completed or would have been completed with less efficient measures.
8. Customer acknowledges and agrees that no review, inspection, consideration, statement or acceptance by Cleco of or regarding Project Sponsor, subcontractor, the Project, the Project Site or the energy efficiency measures shall be construed or relied upon as a representation or warranty by Cleco, whether express or implied, regarding any matter whatsoever, including, without limitation, the economic or technical feasibility, capability, compatibility, safety or reliability of the Project, Project Site or the energy efficiency measures or the qualifications of Project Sponsor or subcontractor. Customer further acknowledges and agrees that (i) Cleco has not made nor hereby makes any such representations or warranties and (ii) Customer is solely responsible for the selection of Project Sponsor and subcontractor.
9. Each of the undersigned acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by Cleco or the Louisiana Public Service Commission (the "Commission"), and that Project Sponsor is not authorized to make representations or incur obligations on behalf of Cleco or the Commission. Each of the undersigned further acknowledges that neither Cleco nor the Commission is a party to this Agreement and that the undersigned are solely responsible for performance hereunder.
10. Customer acknowledges that it is a non-residential system customer of Cleco with an average peak demand of 100kW or less. The Cleco account number(s) for this project is/are: _____

11. Customer agrees, upon three (3) days' prior oral or written notice, to provide Cleco and the independent measurement and verification (EM&V) contractor with full and complete access to Customer's property for any purpose related to the project. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within Customer's normal business hours.
12. Customer agrees to provide, and agrees that Project Sponsor or Cleco may provide (if applicable), the EM&V contractor and Cleco with Customer's utility bills, project documentation, contractor invoices, technical and cost information related to the project and consumption data. Customer further acknowledges and agrees that Project Sponsor may measure and report the project's energy and demand savings to Cleco and the EM&V contractor.
13. No energy efficiency service provider, manufacturer or other business involved in providing Customer's energy efficiency measures may ask or require Customer to waive performance warranties or make false claims of energy savings or reductions in energy costs.
14. If Customer is not the owner of the property on which the measures will be installed, Customer represents and warrants that (i) its execution and delivery of this Agreement does not violate any agreement between Customer and such property owner and (ii) it has notified such property owner of the measures to be installed pursuant to this Agreement and has received such property owner's written authorization to install such measures. Project Sponsor acknowledges that it has received a copy of such written authorization.
15. All provisions of the Program Manual that apply to Customer, Project Sponsor or subcontractor are hereby incorporated herein and made part hereof, and each party hereto agrees to be bound by and comply with such provisions that are applicable to such party.
16. Cleco power is providing this information as a service to you, our customer, with no out-of-pocket costs. The items of information in this Energy Assessment ("Assessment") are provided on an "as is" and "where is" basis only. Cleco power does not make or provide any express, implied, equitable or statutory representations, warranties, promises or guarantees of merchantability, fitness for a particular purpose, results, outcomes, quality, performance, utility, accuracy, completeness and currentness of any of the items in the assessment or in any way arising out of, associated with or in any way related to the assessment. Cleco power expressly disclaims any and all representations, warranties, promises and guarantees. The customer solely assumes all risks and liabilities in any way related to, associated with or in any way arising out of the assessment and any actions taken or non-action by the customer in any way related to the assessment. Cleco power shall not be liable for and the customer holds Cleco power harmless from any and all errors, omissions, interruptions and defects. The customer expressly releases, acquits, waives, discharges and holds harmless Cleco power from any and all claims, causes of action, rights of action, damages and relief of any kind and character, including, but in no way limited to, any and all claims and relief arising in tort, contract, statute, regulation, law and equity. This release and waiver further includes any and all damages and items of relief, including, but in no way limited to, economic damages, economic and financial losses, general damages, special damages, costs, expenses, compensatory damages, personal injuries, bodily injuries, death, property damages, incidental damages, consequential damages, business losses, business interruption, non-pecuniary relief, equitable relief, injunctive relief, punitive damages, liquidated damages, treble damages, penalties, fines, attorney's fees, costs and expenses, as well as any and all items of damage, relief and recovery of any kind and character. This release and the waiver is not only for the benefit of Cleco power, but the releases and waivers contained herein also ensure to the benefit of and apply to all of Cleco power's parents, subsidiaries, affiliates, successors, successors-in-interest and assigns, as well as to all of their officers, directors, members, managers, partners, joint venturers, employees, contractors, independent contractor contractors, consultants, attorneys, insurers and agents.

Each of the parties hereto has caused this Agreement to be duly executed as of the Effective Date.

Customer	Project Sponsor	Subcontractor (if applicable)
Signature: _____	Signature: _____	Signature: _____
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Customer Acknowledgement Form

Cleco Small Commercial Energy Efficiency Program

Project Name: _____ Project Number: _____

Project Location/Site (list all sites): _____

The signatures on this document certify that the energy efficient equipment associated with the project measures listed and described in the Installation Report dated _____ have been installed.

Project Sponsor

I hereby certify that I am an authorized representative of the Project Sponsor and that the energy efficiency measures have been installed as described in the Installation Report:

Signature: _____

Print Name: _____

Title: _____

Completion Date: _____

Customer

I hereby certify that I am an authorized representative of the Customer and that the energy efficiency measures have been installed as described in the Installation Report to the Customer's satisfaction:

Signature: _____

Print Name: _____

Title: _____

Approval Date: _____

Project Sponsor and Customer Agreement
Cleco Commercial Energy Efficiency Program
Please list each customer site.

This agreement is entered into on _____ (the "Effective Date") between the following parties:
 (Date)

(Customer Street Address)	(City)	(State)	(Zip)	(Daytime phone #)
(Project Sponsor)	(Street Address)	(City)	(State)	(Zip)
(Subcontractor – if applicable)	(Street Address)	(City)	(State)	(Zip)

Project Name: _____ Project #: _____ Est. Start: ____ / ____ / ____ Est. Completion: ____ / ____ / ____

Project Location/Site (list all sites): _____

The parties hereto agree as follows:

1. Project Sponsor agrees to sell and install and Customer agrees to purchase the energy efficiency measures described in the Invoice dated _____ (the "Invoice") that will produce energy savings and/or peak demand savings that qualify through the Cleco Small Commercial Energy Efficiency Program, as described in the Program Manual that is available on Cleco's website.
2. Project Sponsor warrants that it will install all energy efficiency measures in a good and workmanlike manner consistent with Program standards and inform Customer of any adverse environmental or health effects associated with such measures.
3. Customer has received a list of equipment to be installed (quantity, model #s and efficiency ratings), as set forth in the Invoice.
4. Project Sponsor will maintain, or will ensure subcontractor maintains, all insurance required to be carried under the Program Master Agreement.
5. If a subcontractor is used, subcontractor must sign where indicated below and, after completion of the installation of the measures, Project Sponsor shall provide Customer an "All Bills Paid" affidavit ensuring that no lien will be placed on Customer's property relating to the installation of measures pursuant to this Project Sponsor and Customer Agreement (this "Agreement").
6. Each of the undersigned acknowledges that (i) the Program Manual includes a complaint procedure through which Customer may report performance issues by Project Sponsor or subcontractor and (ii) Cleco, however, is under no obligation to resolve disputes between or among the undersigned.
7. Customer acknowledges that (i) Project Sponsor may receive an incentive for the energy and peak demand savings derived from Customer's energy efficiency improvements and that such incentive shall be paid for through a customer-funded program, and (ii) but for the Program and the incentives provided thereunder, the project would not have been completed or would have been completed with less efficient measures.
8. Customer acknowledges and agrees that no review, inspection, consideration, statement or acceptance by Cleco of or regarding Project Sponsor, subcontractor, the Project, the Project Site or the energy efficiency measures shall be construed or relied upon as a representation or warranty by Cleco, whether express or implied, regarding any matter whatsoever, including, without limitation, the economic or technical feasibility, capability, compatibility, safety or reliability of the Project, Project Site or the energy efficiency measures or the qualifications of Project Sponsor or subcontractor. Customer further acknowledges and agrees that (i) Cleco has not made nor hereby makes any such representations or warranties and (ii) Customer is solely responsible for the selection of Project Sponsor and subcontractor.
9. Each of the undersigned acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by Cleco or the Louisiana Public Service Commission (the "Commission"), and that Project Sponsor is not authorized to make representations or incur obligations on behalf of Cleco or the Commission. Each of the undersigned further acknowledges that neither Cleco nor the Commission is a party to this Agreement and that the undersigned are solely responsible for performance hereunder.
10. Customer acknowledges that it is a non-residential system customer of Cleco. The Cleco meter number(s) for this project is/are: _____
11. Customer agrees, upon three (3) days' prior oral or written notice, to provide Cleco and the independent measurement and verification (EM&V) contractor with full and complete access to Customer's property for any

purpose related to the project. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within Customer's normal business hours.

12. Customer agrees to provide, and agrees that Project Sponsor or Cleco may provide (if applicable), the EM&V contractor and Cleco with Customer's utility bills, project documentation, contractor invoices, technical and cost information related to the project and consumption data. Customer further acknowledges and agrees that Project Sponsor may measure and report the project's energy and demand savings to Cleco and the EM&V contractor.
13. No energy efficiency service provider, manufacturer or other business involved in providing Customer's energy efficiency measures may ask or require Customer to waive performance warranties or make false claims of energy savings or reductions in energy costs.
14. If Customer is not the owner of the property on which the measures will be installed, Customer represents and warrants that (i) its execution and delivery of this Agreement does not violate any agreement between Customer and such property owner and (ii) it has notified such property owner of the measures to be installed pursuant to this Agreement and has received such property owner's written authorization to install such measures. Project Sponsor acknowledges that it has received a copy of such written authorization.
15. All provisions of the Program Manual that apply to Customer, Project Sponsor or subcontractor are hereby incorporated herein and made part hereof, and each party hereto agrees to be bound by and comply with such provisions that are applicable to such party.
16. Cleco power is providing this information as a service to you, our customer, with no out-of-pocket costs. The items of information in this Energy Assessment ("Assessment") are provided on an "as is" and "where is" basis only. Cleco power does not make or provide any express, implied, equitable or statutory representations, warranties, promises or guarantees of merchantability, fitness for a particular purpose, results, outcomes, quality, performance, utility, accuracy, completeness and currentness of any of the items in the assessment or in any way arising out of, associated with or in any way related to the assessment. Cleco power expressly disclaims any and all representations, warranties, promises and guarantees. The customer solely assumes all risks and liabilities in any way related to, associated with or in any way arising out of the assessment and any actions taken or non-action by the customer in any way related to the assessment. Cleco power shall not be liable for and the customer holds Cleco power harmless from any and all errors, omissions, interruptions and defects. The customer expressly releases, acquits, waives, discharges and holds harmless Cleco power from any and all claims, causes of action, rights of action, damages and relief of any kind and character, including, but in no way limited to, any and all claims and relief arising in tort, contract, statute, regulation, law and equity. This release and waiver further includes any and all damages and items of relief, including, but in no way limited to, economic damages, economic and financial losses, general damages, special damages, costs, expenses, compensatory damages, personal injuries, bodily injuries, death, property damages, incidental damages, consequential damages, business losses, business interruption, non-pecuniary relief, equitable relief, injunctive relief, punitive damages, liquidated damages, treble damages, penalties, fines, attorney's fees, costs and expenses, as well as any and all items of damage, relief and recovery of any kind and character. This release and the waiver is not only for the benefit of Cleco power, but the releases and waivers contained herein also ensure to the benefit of and apply to all of Cleco power's parents, subsidiaries, affiliates, successors, successors-in-interest and assigns, as well as to all of their officers, directors, members, managers, partners, joint venturers, employees, contractors, independent contractor contractors, consultants, attorneys, insurers and agents.

Each of the parties hereto has caused this Agreement to be duly executed as of the Effective Date.

Project Sponsor: _____ Subcontractor: _____ (if applicable)
(Signature) (Date) (Signature) (Date)

➤ I have executed and been given a copy of this Agreement:

(Customer Name Printed) (Customer Signature) (Date)

ACKNOWLEDGEMENT UPON COMPLETION OF INSTALLATION OF MEASURES:

➤ Measures described in this Agreement and the Bill of Sale have been installed to my satisfaction:

(Customer Name Printed) (Customer Signature) (Date)

APPENDIX E

MARKETING MATERIAL

ACCEPTABLE AND UNACCEPTABLE

Information has sometimes been relayed to customers that is incorrect or misleading, giving the customer a misrepresentation of the responsibility of Cleco. Below are examples of potentially acceptable marketing phrases and phrases that are not acceptable. THESE EXAMPLES ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. ALL MARKETING MATERIALS, INCLUDING SOCIAL MEDIA STATEMENTS MUST BE APPROVED BY CLECO PRIOR TO USE.

POTENTIALLY ACCEPTABLE:

- "The local electric utility company has started an energy efficiency program for their customers..."
- "The electric delivery companies are purchasing the energy savings we have provided you."
- "The Louisiana Public Service Commission (LPSC) has developed programs to assist qualified electric customers with installing energy saving improvements to help reduce consumption of energy..." "Utility companies typically call about 10% of the customers we do work for to ensure we are following guidelines and proper upgrades have been done."
- "...your only obligation may be to allow the utility to inspect our work."
- "(Project Sponsor) provides free upgrades to your home to lower costs on your electric bill." "(Project Sponsor) is not part of, or endorsed by the LPSC or the local electric utility. We are an independent company that provides energy efficiency measures under the programs for electric utilities."
- "These funds are provided by Cleco's energy efficiency program and are regulated by the Louisiana Public Service Commission."
- "The Louisiana Public Service Commission has approved programs to encourage energy service providers to offer energy conservation services to electric customers of investor-owned utilities."

NOT ACCEPTABLE:

These phrases, or anything similar, are NOT to be used:

- "All costs are paid by your electric company."
- "Would you like your utility company to pay for energy efficiency upgrades to your home at no cost to you?" "It is free because we are paid by the utilities"
- "We are getting paid but not from you, but by your utility company."
- "(Project Sponsor) bills your electric utility for the work performed on your home."