

Boston Gas Company  
d/b/a National Grid  
D.P.U. 20-120  
Exhibit NG-FOH-6  
November 13, 2020  
H.O. Tassone

**Exhibit NG-FOH-6**

**Geothermal Program - Illustrative Customer Participation Agreement**

## MA Gas Geothermal District Energy Demonstration Program

### Illustrative Example

#### Terms and Conditions of Participation in the Geothermal Demonstration Program

1. **Subject to these terms and conditions (“Terms and Conditions”)**, Boston Gas Company d/b/a National Grid (“National Grid”) is offering geothermal cooling and heating services to Customers under the Geothermal Demonstration Pilot Program (“Pilot Program”).

2. **Definitions:**

“**Contractor**” means the contractor(s) engaged by National Grid to provide services for the Pilot Program.

“**Customer**” means the customer residing on, and/or leasing, the Premises who has an active electric account with a utility who agrees to participate in the Pilot Program and pay for Service.

“**Equipment**” means (i) a geothermal heat pump (GHP) system with controls and accessories, provided by National Grid, and (ii) a meter(s) and related data and communication equipment for the purpose of data collection.

“**Building Owner**” means the owner of the Premises for which the Customer is requesting the installation of Equipment.

“**Premises**” means the residence or commercial building of a Customer where Equipment will be installed.

“**Pilot Program**” has the meaning set forth in Paragraph 1 above.

“**Program Materials**” means the documents and information provided by National Grid, or Contractor(s), which may include, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Pilot Program.

“**Property Owner**” means the owner of the property on which the Premises is located.

“**Service**” means geothermal heating and cooling services provided by National Grid under the Pilot Program.

“**Term**” means the Customer’s participation in the Pilot Program commencing on or about October 1, 2021 through September 30, 2026.

- 3. Customer Eligibility Requirements:** (a) The Customer represents and warrants that the Customer: (i) has active accounts in good standing with an electric utility that participates in the Mass Save program, (ii) is a resident and/or lessor at the Premises, and (iii) has the express authority of the Building Owner and/or Property Owner to have Equipment installed at or on the Premises; (b) Customer is responsible for using the Equipment as the sole source of home heating & cooling to achieve optimal experience of the Pilot Program including to achieve energy savings; (c) the Premises must be properly maintained with no outstanding violations or liens on the Premises; (d) Customer agrees to participate in the Pilot Program for the entire Term; (e) Customer shall, for evaluation purposes, provide to National Grid copies of all electric and heating bills during the Term and for the prior year, or alternatively grant National Grid permission to request electric bills from their electric utility; (f) Customer shall allow access to the premises for a pre-qualifying home inspection by National Grid or its Contractor; (g) Customer shall be available, as requested from time to time, to respond to survey regarding Customer's participation in the Pilot Program; and (h) Customer is required to schedule and perform an energy assessment within 30-days of enrollment in the Pilot Program. The Customer shall share the energy assessment report with National Grid and/or its contractors.
- 4. Equipment and Installation:** Under the Pilot Program, National Grid will provide the Equipment and have the Equipment installed by a qualified Contractor at no cost to the Customer. In the event that the Customer is subject to incur costs, the Customer will be notified by the Contractor or National Grid before or at the time of installation of the Equipment.
- 5. Removal of Equipment:** The Contractor will remove the existing equipment (excluding, propane tanks and oil tanks) at no cost to the Customer. Contractor will, at the Customer's option, either dispose of the existing equipment removed or leave such existing equipment, which Contractor removed, at the Premises.
- 6. Access:** Customer will provide National Grid or its Contractor with safe, reasonable access, upon adequate advance notice, to certain portions of the Customer's Premises necessary for National Grid or its Contractor to perform installation, maintenance, repair, monitoring and evaluation of the Equipment.
- 7. Monitoring and Maintenance:** (a) National Grid shall monitor the Customer's use of the Equipment for the Term in order to obtain information such as, without limitation, energy usage, savings information, and system performance data. (b) Except for the installation of the Equipment, neither National Grid nor its Contractor, agents or representatives shall perform any kind of safety, code or other compliance review for use by the Customer. (c) National Grid shall replace any defective or faulty Equipment during the Term, except that National Grid shall not replace Equipment that is damaged by or from the negligence or intentional misconduct of the

Customer. (d) National Grid shall not be responsible for any repairs or replacement to other heating systems, cooling systems, appliances or any other appliances that are connected to Equipment.

- 8. Eligibility, Modification and Termination:** National Grid retains the right, in its sole discretion, to limit participation in the Pilot Program by any Customer, and to deny or terminate, at any time, participation in the Pilot Program by any Customer. National Grid may, in its sole discretion, at any time and with notice, terminate for cause (including, without limitation, termination required by regulatory change(s) or order) the Customer's participation in the Pilot Program. National Grid may cancel or modify the Pilot Program and/or these Terms and Conditions with notice to the Customer.
- 9. Indemnification:** The Customer shall indemnify, defend and hold harmless National Grid, its affiliates and their contractors (including the Contractor), officers, directors, employees, agents, successors and assigns (collectively, the "National Grid Indemnified Parties") from and against any and all claims, damages, losses and expenses ("Claims") arising out of the acts or omissions of the Customer in connection with the Customer's participation in the Pilot Program except to the extent any Claims are caused by the negligence or willful misconduct of any of the National Grid Indemnified Parties.
- 10. Disclaimer of Warranty and Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Equipment or the Pilot Program (including third party warranties). In no event shall National Grid be liable to the Customer for any special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with the Customer's participation in this Pilot Program. To the fullest extent allowed by law and as part of the consideration for participation in the Pilot Program, the Customer waives and releases National Grid, its affiliates and their contractors (including the Contractor), officers, directors, employees, agents, and representatives from all obligations (other than provision of the Equipment), and for any and all liability or claims arising in connection with this Pilot Program, the Equipment, and any work or services of the Contractor, the performance of the Equipment, and these Terms and Conditions except to the extent such claims result from the negligence or willful misconduct of National Grid or its the Contractors.
- 11. Ownership of Equipment:** During the Term, National Grid will own the Equipment and has all rights, title and interest in the Equipment. All rights, title and interest in the Equipment will pass to the Customer upon expiration of the Term and the Customer's complete participation in the Pilot Program.
- 12. Owner Consent:** If the Customer is not the Building Owner, the Customer must obtain, and provide to National Grid, the written express authority of the Building Owner to participate and to have the Equipment installed at the Premises. National Grid shall endeavor to obtain

the Property Owner's consent and authority in a separate agreement to install the supplying geothermal cooling and heating underground equipment. Such express consent and authority from the Property Owner is a prerequisite for the Customer to participate in the Pilot Program.

**13. Energy Savings:** Other than the energy savings realized by Customer, Customer agrees that National Grid has the unilateral right to apply for any credits or payments resulting from the Pilot Program or Equipment, or have the Customer apply and transfer payments to National Grid. Such credits and payments include but are not limited to (a) Electric Utility Equipment Rebates or Incentives and (b) environmental credits. Customer further agrees that Customer will not file for such payments or credits either directly or indirectly and will not consent to any other third party's right to such payments or credits.

**14. General Provisions:** The Customer may not assign or transfer these Terms and Conditions unless the Customer obtains the express written consent of National Grid which shall not be unreasonably withheld or delayed. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of National Grid.

Customer (print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_