

GREEN MOUNTAIN POWER CORPORATION  
Energy Storage Lease

As part of Green Mountain Power Corporation (“GMP”) Enphase Battery Innovative Pilot eligible GMP customers may lease a battery system manufactured by Enphase. (“Manufacturer”).

**Lessor:** Green Mountain Power Corporation, 163 Acorn Lane, Colchester, Vermont 05446.

**Customer:** (printed) \_\_\_\_\_ (the “Customer”)

**GMP Account Number:** \_\_\_\_\_

**Address for Installation:** \_\_\_\_\_ (“Home”)

Energy Storage System Equipment Description	Quantity
Encharge 10 (10KWH)	2
Enpower Smart Switch, Communications Kit	1
Cell Modem and Envoy (Communication Gateway)	1

**1. Program Description:** Customers will lease a home Energy Storage System, which will be installed in the Home by Manufacturer certified contractors, subcontractors, or third-party installers on GMP’s participating installers list. The Energy Storage System can provide Customer with whole-home backup power during a Grid outage. Duration of backup power will depend on the amount of energy stored in the Energy Storage System at the time of outage and the customer’s energy consumption during the outage. The Energy Storage System also provides Green Mountain Power with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers. The monthly lease price includes all necessary equipment that provides communication and integration into GMP’s energy management platform (the “Platform”). Communication between the Energy Storage System and GMP is via the Platform using Customer’s Internet connection.

**2. Lease:** GMP agrees to lease to Customer the Energy Storage System identified at the beginning of this Agreement. As Lessor, GMP will maintain ownership of the Energy Storage System for the entire term of this Agreement. **The cost of the Lease does not include installation costs.** Depending on the installer selected by the Customer and conditions found during installation, installation costs may vary. Installation charges will be disclosed by the installer to the Customer prior to installation and will be billed separately. Such charges are due from Customer to the installer directly and are not a part of this Agreement. Prior to installation, Customer may terminate this Agreement with no further obligation to GMP.

**3. Payment Options:** There is no deposit required and no amount is due upon signing the Agreement. Payments will begin on the next GMP bill after installation. Select one of the two

options for Lease Payments:

*Check One*

\_\_\_\_\_ \$65 per month for the entire Term (10 years); or

\_\_\_\_\_ A one-time payment of \$6,500. Charge will appear as a separate line item on the first GMP bill following the installation.

These charges are in addition to charges for electricity consumption and do not include applicable sales tax. Failure to make a timely payment under this Agreement shall not constitute grounds for disconnection of electrical service.

#### 4. Required Disclosures:

<b>Amount Due at Lease Signing:</b>	<b>Monthly Payments*</b>	<b>Other Charges</b>	<b>Total Payments**</b>
<b>\$0.00</b>	<b>\$65.00 per month</b> on your regular GMP monthly bill	Early Termination, if applicable: (see Paragraphs 7&8)  Equipment Charge for failure to surrender unit upon Customer Early Termination or GMP Termination also may apply. (see Paragraph 9)	(the amount you will have paid at Lease end)  <b>\$7,800.00</b>

*\*Monthly Payments and amount in Total Payments do not apply if Customer has selected the one-time payment.*

*\*\*\*Total Payment is the cost for the GMP Equipment Lease Agreement only. Installation costs will be billed separately directly to Customer by the Manufacturer certified installer, as described in Paragraph 2.*

**5. Term:** This Agreement (“Agreement”) shall commence upon installation of the Energy Storage System and continue for a period of ten (10) years, or until either Customer or GMP terminates this Agreement. There is an optional additional five (5) year term, as described in Paragraph 18. There is no option for Customer to purchase the Energy Storage System at the end of the Term.

**6. Right to Cancel:** At any time prior to the installation of the Energy Storage System, Customer may cancel this Agreement with no further financial obligation by notifying GMP.

**7. Customer Termination:** Customer may terminate this Agreement at any time prior to the end of the Term by providing notice to GMP (“Customer Early Termination”). In the event of Customer Early Termination, GMP will send a manufacturer certified installer to remove the system. A disconnection charge of \$800 will be billed to the Customer. Within 30 days of Customer Early Termination, Customer shall surrender the Energy Storage System to GMP or its designee (by allowing removal of the Energy Storage System from the Home) in the same

condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed the Energy Storage System Equipment Charge as set out in Paragraph 9. If Customer has pre-paid for the Energy Storage System as provided in Paragraph 4, then after paying Early Termination disconnection fee and surrendering the equipment, Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive  $48/120 * \$6,500 = \$2,600$ ). Customer will be responsible for repairing cosmetic damage to their Home resulting from the removal of the Energy Storage System.

**8. GMP Termination:** GMP may terminate this Agreement at any time prior to the end of the Term by providing notice to Customer (“GMP Early Termination”). Within 30 days’ notice of GMP Early Termination, Customer shall surrender the Energy Storage System to GMP or its designee (by allowing removal of the Energy Storage System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed an Energy Storage System Equipment Charge as set out in Paragraph 9. If Customer has pre-paid for the Energy Storage System as provided in Paragraph 4, then after surrendering the equipment Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive  $48/120 * \$6,500 = \$2,600$ ). Customer will be responsible for repairing cosmetic damage to their Home resulting from the removal of the Energy Storage System.

**9. Energy Storage System Equipment Charge:** In the event that Customer fails to surrender the Energy Storage System at the end of the Term, as provided in this Agreement, Customer will incur and receive an invoice for an Equipment Charge. The Equipment Charge is prorated on a base Equipment Charge of \$14,200.00, spread over a 120-month term. For example, if Customer or GMP terminates this Agreement in month 50, and Customer does not surrender the Energy Storage System as provided herein, Customer will incur an Equipment Charge calculated based on the remaining Term, as follows:

$$\begin{array}{r} \$14,200.00 \quad / \quad 120 \quad \quad \quad *70 \quad \quad \quad = \$8,283 \\ \textit{Total Equipment Charge / Total Months in Term} \quad * \textit{Unexpired Term} \quad = \textit{Equipment Charge} \end{array}$$

The Equipment Charge is due within 30 days of being invoiced for the same.

**10. Change in Home Ownership:** In the event of a sale of the Home where the Energy Storage System is installed, Customer shall provide GMP with thirty (30) days advance notice of the sale. Upon such notice, Customer will be provided information to share with buyer of the Home about assuming this Agreement. Both parties will be required to sign an Assignment of Agreement provided by GMP, which will be contingent on the consummation of the sale of the Home (“Closing”), and which must be returned to GMP prior to the Closing. If the buyer of the Home does not agree to assume the Agreement in writing, the sale shall be considered a

Customer Early Termination, and is subject to the terms described in Paragraph 7. Customer must then arrange for removal of the Energy Storage System prior to the Closing or will be assessed the Equipment Fee described in Paragraph 9.

**11. Default:** Customer is in default under this Agreement if Customer fails to make any required payment when due or within 30 days of the due date or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within ten (10) days written notice by GMP to Customer (each a "Default"). An uncured Default shall be considered a Customer Early Termination and is subject to the charges described in Paragraphs 7 and 9, if applicable.

**12. Installation and Access:** This Lease shall be contingent upon the successful installation of the equipment in Customer's Home by a manufacturer-certified installer selected by Customer at the time of program enrollment. Installers will work with the Customer to schedule installation of the Energy Storage System and any associated equipment. Customer gives GMP and Manufacturer certified contractors, subcontractors, or third-party installers permission to enter the Home to perform the installation and any maintenance, repair or removal activities during the Term of this Lease. Failing or refusing to allow reasonable access will be a Default.

**13. Energy Storage System Communication:** Customer acknowledges that the Energy Storage System will not be fully accessible by GMP and/or Manufacturer without: (i) a working and reliable internet connection in Customer's Home that is positioned to communicate reliably with each Device; (ii) a user account for each Device where applicable; (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (i.e. smart phone apps). It is Customer's responsibility to ensure that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer's Internet service provider ("ISP") in connection with participation (if any). Customer also acknowledges his/her responsibility for compliance with all applicable agreements, terms of use/service, and other policies of Manufacturer and the Customer's ISP.

**14. Lack of Device Communication:** If GMP is unable to access the Energy Storage System and such access is not restored within 30 days upon notice by GMP, it may be considered a Customer Early Termination at GMP's option, and is subject to the terms described in Paragraphs 7 and 9, if applicable.

**15. Energy Storage System Access:** The Energy Storage System will be installed with whole-home backup power capability, as feasible and in compliance with all applicable laws, standards and regulations. As Lessee, Customer's control over the Energy Storage System is limited to its usage as a backup power source in the event of a power outage up to the point that the battery is completely depleted. Duration of backup power will depend on the amount of energy stored in the Energy Storage System at the time of outage and the customer's energy

consumption during the outage. GMP shall have the ability to continuously utilize the Energy Storage System at its sole discretion for the Term and has the right to use all the energy in the battery. The Energy Storage System Manufacturer shall also have access to the Energy Storage System for the purposes of operation, maintenance and support in accordance with the Manufacturer's specifications and warranty for the entire period of installation. Customer agrees to permit all software and system upgrades as required by the Energy Storage System Manufacturer. BECAUSE THE BATTERY CAN BE DEPLETED AT ANY TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE BATTERY TO POWER LIFE-SUPPORTING EQUIPMENT.

**16. Warranty and Maintenance:** As equipment owner, GMP will be responsible for maintenance and warranty issues of the Energy Storage System and Customer should contact GMP for any maintenance or warranty concerns. GMP has secured the Manufacturer's commitment to warranty the Energy Storage System to Customer as set forth on the Limited Warranty, attached as **Exhibit A** for informational purposes only (the "Limited Warranty"). Customer gives GMP and Manufacturer certified contractors and subcontractors permission to enter the Home to perform any maintenance, repair or removal activities during the Term of this Lease. Failing or refusing to allow reasonable access will be a constitute a Default.

**17. Customer Care and Maintenance Obligations:** Customer is responsible for compliance with all warranty requirements relating to the Energy Storage System and agrees not to tamper with the Energy Storage System and to permit only certified contractors to work on the Energy Storage System. The Customer shall not permit the removal, relocation, alteration or repair of or tampering with the Energy Storage System without the written permission of GMP. The Customer shall not permit the Energy Storage System to be abused or damaged and shall not permit the nameplate identifying the Energy Storage System as the property of the Company to be defaced or removed. Costs for repairs that are the result of abuse or damage to the Energy Storage System are not covered this Agreement. Customer shall be liable for all such repairs. Customer shall maintain functional Internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

**18. Lease End Procedures:** At the end of the 10-Year Term, Customer has no further financial obligation to GMP. The Customer may elect (in writing in a form provided by GMP) for the Energy Storage System to remain in place for GMP load management and Customer's use as a backup power source in accordance with this Agreement for an additional five (5) years, with GMP's ability to continuously utilize the Energy Storage System at its sole discretion retained. GMP shall continue to own the Energy Storage System and will continue to be responsible for all maintenance, subject to the terms of this Agreement. Alternatively, Customer may request removal of the Energy Storage System at the end of the 10-year Term. In either case, the Energy Storage System will be removed by GMP and recycled at no cost to Customer.

**19. Customer Acknowledgements:**

- a. I acknowledge that GMP will control the charge and discharge of the Energy Storage System installed in my Home. I agree that GMP may access my Energy Storage System remotely for

that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Only the energy in the battery at the time of a grid outage will be available to me for backup power services, as well as any additional energy produced by my solar system during that outage, if I have a connected solar system.

- b. I acknowledge that the Energy Storage System will only provide me with backup services (and only as provided in Paragraph 19(a)). Other Energy Storage System services, such as solar self-consumption, load shifting for utility bill management, or other potential future services will not be available. I acknowledge that the Energy Storage System Manufacturer owns all intellectual property rights associated with the Energy Storage System and its firmware, and any provided software. I understand that I will be required to provide certain information, including personally identifiable information, to both GMP and the third-party manufacturers of the Energy Storage System. By providing this information and entering into this Lease, I consent to this information, as well as other information related to energy usage, being shared between GMP and third parties responsible for the management of the Grid. Information obtained by GMP or provided to GMP by the Manufacturer shall be used in accordance with GMP's Privacy Policy, which is available upon request. Information provided to a Manufacturer will be subject to the Manufacturer's Privacy Policy.
- c. I acknowledge that to enroll, I have the ability to review and approve Energy Storage System Manufacturer's "Customer Privacy" terms, which will be delivered to me upon installation of the Equipment in my Home.
- d. I acknowledge that to enroll, I must have a GMP Smart Meter installed.  
I acknowledge that I may qualify for a sales tax exemption on the lease of the Energy Storage System. I acknowledge that it is my responsibility to determine whether or not I qualify and that any tax advice should come from a tax professional. To review criteria, please visit <https://tax.vermont.gov/sites/tax/files/documents/FS-1182.pdf>. If you qualify, fill out the VT S-3E exemption certificate at <https://tax.vermont.gov/sites/tax/files/documents/s-3e.pdf> and mail it to Green Mountain Power, Customer Accounting, 2152 Post Road, Rutland, Vermont 05701 prior to your installation date.
- e. I acknowledge that I am required to own the premises where the Energy Storage System is installed, or obtain the owner's signed consent to install the Energy Storage System. By signing below, I represent that I own the premises where the Energy Storage System is installed, or I have received the owner's signed consent to install the Energy Storage System, which shall be provided to GMP.

(Customer initials)\_\_\_\_\_

**20. Liability:** To the fullest extent allowed by law, except for claims covered by the Limited Warranty, neither GMP nor the Manufacturer shall be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, or modification to the Energy Storage System. Remedies for claims covered by the Limited Warranty are repair or replacement of the Energy Storage System as provided in Exhibit A-Limited Warranty. GMP is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Home, including but

not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

**21. Indemnification:** Customer acknowledges that Energy Storage System could fail or malfunction in such a way as to cause damage to property and person. The Customer shall indemnify and hold harmless GMP for any injury or damage to any persons or property arising from access and use of the Energy Storage System caused by any breach of this Agreement by the Customer, by the negligence of the Customer or of his or her household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

**22. Risk of Loss and Insurance:** Customer bears the entire risk of loss, theft or damage to the Energy Storage System from any cause during the term of this Agreement. GMP recommends obtaining or ensuring that the Energy Storage System is covered under your homeowner's insurance. GMP does not sell such insurance.

**23. Miscellaneous:** This Agreement shall be governed by the laws of the State of Vermont.

Except for the privacy policies referenced in Paragraph 19(c) and (d), and applicable Public Utility Commission Tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Energy Storage System and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.

The parties agree that any dispute arising out of this Agreement shall be brought either before the Vermont Public Utility Commission or before a State or Federal court in the State of Vermont.

**24. Electronic Communication and Recurring Payment:** Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Customer may revoke this consent at any time by providing notice as provided below.

**25. Customer Concerns and Notice:** GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Energy Storage System, has any questions on the operation, or who wishes to obtain detailed payment history information may contact the Green Mountain Power Energy Services Team at 1-888-835-4672. Any Notice required under this Agreement shall be sent to [EICFrontline@greenmountainpower.com](mailto:EICFrontline@greenmountainpower.com).

Customer Signature:

\_\_\_\_\_

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

Exhibit A – Limited Warranty  
(To be provided with each Energy Storage System Lease Agreement)

[RESERVED FOR FUTURE USE]