



## LETTER OF INTENT

This Agreement, dated as of \_\_\_\_\_ is between:

Pacific Power  
825 NE Multnomah Blvd., Suite 600  
Portland, OR 97232  
Attn: Energy FinAnswer/FinAnswer Express

And

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_

Pacific Power account #: \_\_\_\_\_

Email: \_\_\_\_\_

1. Energy Analysis. Pacific Power will conduct, without charge to Customer, an energy analysis to determine potential energy savings available from the installation of Energy Efficiency Measures in Customer's facility known as \_\_\_\_\_ located at \_\_\_\_\_. Pacific Power and Customer will work cooperatively and in good faith to determine the scope, content, and product of the energy analysis and to facilitate its performance. Should Pacific Power and Customer fail to reach agreement on any aspect of the energy analysis, Pacific Power, in its sole discretion, will decide such issues.

2. Customer's Approval of Energy Specialist. Pacific Power will, at Customer's request, submit to Customer for approval the names, addresses, and resumes of any outside energy specialists that Pacific Power intends to use to perform the energy analysis. The use of such persons in connection with the energy analysis will then be subject to the approval of Customer.

3. Confidential Information. In consideration for the receipt of any Confidential Information from Customer, Pacific Power agrees to keep such information strictly confidential and not to disclose it to any third party.

3.1 Confidential Information shall mean business plans of Customer or operating data related to the Customer's Facility, disclosed to Pacific Power during the course of the energy analysis or any follow-up energy analysis at the Customer's Facility, and identified by Customer in writing as confidential. Confidential information will not include information which (i) is or becomes part of the public knowledge or literature, (ii) is approved for release by the written authorization of its Customer, or (iii) is rightfully disclosed by operation of law, regulation, or order by a court or governmental agency.

3.2 Pacific Power may disclose Confidential Information to energy specialists utilized to perform energy analyses at Customer's Facility. Prior to such disclosure, Pacific Power shall require that energy specialists agree in writing to be bound by these confidentiality provisions. At Customer's request, Pacific Power will provide Customer with copies of any such agreements.

3.3 Pacific Power's obligation to protect Customer's Confidential Information will remain in force for two (2) years from the date the Customer signs this Letter of Intent.

4. Cooperation by Customer. Customer agrees to have its employees or contractors cooperate with Pacific Power and its approved energy specialists and to provide Facility operating data and energy use evaluation assistance needed for Pacific Power to complete the Energy Analysis.

5. Electric account information release. Customer provides permission for Pacific Power to provide electric account information for the above facility to energy specialists involved in delivering and evaluating program services.

6. Hazardous Material Identification. Pacific Power and its energy specialists shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials of any kind in connection with the Facility including, but not limited to asbestos, asbestos products, PCBs, or other toxic substances.

7. Disputes/Governing Law. This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

8. Under no circumstances shall either party be liable under this Agreement for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. In any case, Pacific Power's liability under this Agreement shall be limited to the cost of performing the energy analysis contemplated hereunder. Pacific Power warrants that it shall perform the energy analysis in good faith. Pacific Power disclaims all other warranties.

9. Customer acknowledges that this Letter of Intent is not an incentive offer.

Customer

Pacific Power

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_