

Authorization for Utility To Release Customer Usage Data To Energy Star Portfolio Manager Internet Application

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY

I, _____
NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

_____ and wish to participate
MAILING ADDRESS CITY, STATE, ZIP

in the U.S. Environmental Protection Agency's (EPA) national energy performance benchmarking program, an element of the ENERGY STAR program.. I understand, on behalf of Customer, that the EPA requires information about Customer's facilities (which Customer will provide directly to the EPA), and also Customer's monthly utility billing data and other data as may be required by PM in order to calculate Customer's benchmarking score and other energy information that will help Customer track the energy usage and efficiency of its facilities. I understand, on behalf of Customer, that it is convenient and desirable to have _____ (Utility) automatically release such data on Customer's behalf directly to the EPA, so that Customer's benchmarking information will remain up-to-date. I also understand, on behalf of Customer, that it is desirable for Utility to have access to Customer's benchmarking information, so that Utility may better assist Customer in managing its facility energy use and efficiency.

I authorize, on behalf of Customer, the disclosure by Utility of Customer's monthly billing data, building square footage, occupancy type and operational characteristics as may be required by the EPA in order to benchmark Customer's facilities. A list of these facilities and their account information is provided herewith (see back). I authorize, on behalf of Customer, Utility to electronically transfer such data for the accounts listed herein to the EPA's Energy Star Portfolio Manager application. This data transfer is at the request and on behalf of Customer and as such, Customer agrees to release and hold harmless the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information or data to the EPA for the national energy performance benchmarking program pursuant to this authorization; 2) the unauthorized use of this information or data by the EPA; and 3) from any actions taken by the EPA with respect to such information or data. I understand that Customer may cancel this authorization at any time by submitting a written request to Utility.

I, _____ (print name of authorized signatory), declare that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form. I understand that the Utility reserves the right to verify any authorization request submitted before releasing information or data or taking any action pursuant to this authorization. I understand that Customer may cancel this authorization at any time by submitting a written request to Utility. [This form must be signed by someone who has authority to legally bind the customer in these matters.]

AUTHORIZED CUSTOMER SIGNATURE TELEPHONE

Executed this _____ day of _____, _____ at _____
MONTH YEAR CITY AND STATE WHERE EXECUTED

**BACK SIDE:
TABLE OF FACILITY NAMES, ADDRESSES AND UTILITY
ACCOUNT INFORMATION**