

SMART SELECT LANDLORD CONSENT AGREEMENT

THIS AGREEMENT entered into by and between FLINT ELECTRIC MEMBERSHIP CORPORATION d/b/a FLINT ENERGIES (hereinafter "Flint") and _____ (hereinafter "Landlord") and _____ (hereinafter "Tenant"). In order to obtain Landlord's consent for Flint to attach two-way power line carrier ("TWACS") switch to certain equipment and appliances owned by Owner.

In consideration of the request by Tenant to participate in Flint's Load Management Program and other good and valuable consideration herein below stated, the parties do agree as follows:

- 1) Owner provides equipment for Tenant in the premises designated herein below.
- 2) Owner consents to the attachment by Flint of the TWACS equipment on owner's premises to facilitate participation by Tenant, and acknowledges the equipment will control the operation of the air conditioning unit(s), heat pump(s), pool pump(s) and electric water heater(s) (hereinafter the "Systems") that will reduce peak loads during high electricity consumption.
- 3) Owner and Tenant grant Flint access to the Systems from time to time during reasonable hours for installation, inspection, maintenance or removal.
- 4) Owner and Tenant acknowledge that Flint, through the use of the equipment, may interrupt electric service to the Systems in accordance with cycling limitations. Cycling limitations are not to exceed six (6) continuous hours for a pool pump or electric water heater and are not to exceed fifteen (15) minutes in any half hour for an air conditioning unit or heat pump during non-emergency interruptions. Provided, however, that in the event of an emergency condition affecting the power system, as determined solely by Flint, such interruption may occur at any time and may extend for a period as long as such emergency condition exists.
- 5) Owner and Tenant agree that Flint will not be responsible for any malfunctions of the Systems unless such malfunctions are caused by the installation, operation, removal and/or replacement of the equipment. Flint or its representatives shall investigate any complaints Owner or Tenant may have regarding the operating condition of the Systems to determine if the equipment has caused any malfunction.
- 6) Owner and Tenant agree they shall maintain the Systems in good working condition. Tenant or Owner shall notify Flint promptly of any malfunction of the equipment and Systems. Owner acknowledges and agrees that if Tenant terminates the Smart Select program, Flint, or its designated representative, may de-activate and/or remove the equipment and Flint shall be responsible for making any appropriate wiring re-connections to the Systems.
- 7) As consideration for the homeowner to participate in the program, Owner will receive the initial installment incentive of a one-time thirty six dollar (\$36.00) credit for allowing Flint to install the equipment on Owner's property. As between Tenant and Owner, whoever is paying for electricity consumption will receive a twenty-five dollar (\$25.00) credit toward their account at the time participation incentives are issued in October following a successful operational season. Incentives are subject to change or be discontinued without notice.
- 8) Notice to the parties shall be delivered as described below:

Tenant Address _____ City, State Zip _____ Phone Number _____ Account Number _____	TENANT _____
Owner Address _____ City, State, Zip _____ Phone Number _____	OWNER (or authorized representative) By: _____ Title: _____

Flint Electric Membership Corporation
 P.O. Box 308
 Reynolds, GA 31076
 1-866-988-3902

FLINT ELECTRIC MEMBERSHIP CORP

By: _____

Title: _____