



**EXPERIMENTAL ENERGY REDUCTION (EER) SERVICE
ENABLING AGREEMENT**

Experimental Energy Reduction Service Rider (Schedule EER)

ENTERGY GULF STATES, INC./ ENTERGY LOUISIANA, INC.

Company: _____

The following person will be your company’s primary contact who will receive by 10:00 AM day-of notification that an EER pledge has been accepted (note that the pledge does not necessarily have to be made by your primary contact person). Day-of notification of pledge acceptance will be provided via an electronic Curtailment Confirmation Statement. (If, for any reason, we are unable to send this Statement electronic means, either the phone or fax number provided below will be used as a back-up method of notification).

Primary Contact: _____

E-mail: _____

Check here if you would like to receive program information/updates electronically. _____

Phone: _____

Fax: _____

Preferred Password _____

Secondary Contact: _____

E-mail: _____

Check here if you would like to receive program information/updates electronically. _____

Phone: _____

Fax: _____

Preferred Password _____

Entergy Account
Manager Name _____

Phone Number: _____

Account Manager Email Address: _____

NOTE: The accounts and meters that will participate in the Experimental Energy Reduction Program (“EER”) are detailed on the attached Rider “A”, entitled “Participating Accounts and Meters”.

I have read the Standard Terms and Conditions attached hereto and incorporated herein, and to the best of my knowledge the information provided above is accurate.

Customer Signature: _____ **Date:** _____

Title: _____

EGSI/ELI

Signature: _____ **Date:** _____

**John P. Hurstell
Director, Gas, Oil and Wholesale Power Supply**



Rider "A" Attachment To Experimental Energy Reduction (EER) Enabling Agreement Dated 3/1/03, Participating Account(s) and Meter(s)

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Site name: _____

Site address: _____

Estimate of peak demand _____ kW Typical weekday summer demand from 2 p.m. – 6 p.m.

Estimate of hourly curtailable demand _____ kW Must be at least 150 kW for each program hour

Entergy Operating Company, circle one: ELI or EGS/IA

Entergy account #: _____

Delivery point: _____

Meter ID # _____ Meter ID # _____ Meter ID # _____

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Interval metering _____ Yes/No (If No, must be installed prior to pledging)

Note: Minimum curtailment of 150 kW per meter, per hour is required

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Terms & Conditions

1. This **EER Service Rider Enabling Agreement** (“Agreement”) is subject to the terms and conditions of the Schedule EER rider and its Attachment A including but not limited to information on availability, applicability, definitions, pledging, notification, billing and non-compliance for EER Service. The Program Period under this Agreement is May 1, 2003 through September 30, 2003.
2. Any curtailment under this Agreement shall be from a single metered delivery point located in the Entergy Louisiana, Inc., and/or Entergy Gulf States Louisiana, Inc., service territory. This single metered delivery point must meet the **APPLICABILITY** requirements outlined in the Schedule EER Service Rider.
3. Upgrades to metering and additional information technology costs required by the Customer (e-mail, phone lines, fax, etc.) are to borne by the Customer and not by Entergy Louisiana, Inc. and/or Entergy Gulf States Louisiana, Inc.
4. Schedule EER does not involve the purchase of energy from participants. This program is not intended as a mechanism to bypass existing tariffs that address the purchase of energy from Public Utilities Regulatory Policies Act (“PURPA”) qualified facilities.
5. If Entergy posts day ahead EER prices, they can be viewed on the designated web site by 8:00 A.M., CDT, Monday through Friday. A price posted on a Friday is for a curtailment on the following Monday. EER pledges from participants are submitted via the designated web site. A **Confirmation Statement** will be provided by Company to Customer no later than 10:00 A.M. CDT on the day of the curtailment.
6. The Schedule EER rider outlines the mechanism to calculate the Curtailable Billing Energy and associated EER Curtailable Billing Energy Payment achieved by Customer during a specific curtailment. Energy usage by hour will be compared to usage during the same hour on the prior normal business day to calculate the energy reduction. The hourly energy reduction will be used along with the appropriate hourly price to calculate the credit. Please review these provisions in Section III. 5., and Section VI. 1., and 2., of the EER Service Rider before submitting a pledge.
7. The Schedule EER Service Rider outlines the mechanism to calculate a market replacement charge (or penalty) in the event that a curtailment is accepted by the Company but the Customer fails to curtail to the minimum level as specified in their pledge. Please review these provisions in Section VI. 3., prior to submitting a pledge.
8. The customer shall receive a net credit or a net debit adjustment to the participating account billing invoice on the 2nd bill following the date of curtailment, subject to the Billing Provisions as specified in Section VI.2, and 3. of schedule EER rider.
9. Submitting a pledge under EER Service Rider is totally voluntary on the part of Customer. Further, there is no guarantee that a pledge will be accepted. Entergy Louisiana, Inc. and/or Entergy Gulf States Louisiana, Inc. retains the right to accept and/or reject any and/or all pledges submitted under ERR Service Rider.
10. By signing this Agreement, Customer acknowledges that: (1) Customer has carefully read the Schedule EER Service Rider and its Attachments, (2) acknowledges that EER Service is totally voluntary and that there is no guarantee of receiving economic value and (3) understands and accepts any and all risk associated with participation.



11. CUSTOMER AGREES TO ASSUME ALL LIABILITY FOR AND TO HOLD ENTERGY CORPORATION AND ALL SUBSIDIARIES HARMLESS FROM AND AGAINST ANY CLAIMS, INCLUDING ATTORNEY'S FEES AND COURT COSTS, FOR PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE CAUSED BY CUSTOMER'S DECISION TO CURTAIL ENERGY USAGE UNDER EER SERVICE. UNDER NO CIRCUMSTANCES SHALL ENTERGY CORPORATION OR ANY SUBSIDIARY BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR DAMAGES OR FOR ANY LOSS, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY RESULTING FROM ANY CURTAILMENT OF ELECTRIC SERVICE PROVIDED BY CUSTOMER UNDER EER SERVICE.

Attention Account Manager, please mail the signed EER Enabling Agreement along with the Rider "A" attachment to:

Entergy Corporation
Attn: John P. Hurstell
10055 Grogans Mill Road, Suite 300
The Woodlands, TX 77380