



Market Valued Energy (MVE) Service Enabling Agreement

Entergy Gulf States, Inc.

Experimental Market Valued Energy Reduction Service Rider (**Schedule MVER**)

Company: _____

Site name: _____ If different from above

Site address: _____

Estimate of peak demand _____ kW Typical weekday summer demand from noon – 8 p.m.

Estimate of hourly curtailable demand _____ kW Must be at least 1,000 kW

Entergy account #: _____

Delivery point: _____

Meter ID _____

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

Authorized bidders _____

The following person is your company's primary contact that will receive 4 p.m. day ahead notification that an MVE bid has been accepted (note that the bid does not necessarily have to be made by this individual). Day ahead notification of bid acceptance will be provided via an electronic Curtailment Confirmation Statement. Please note below a preferred back-up method of notification (either fax or phone).

Contact: _____

E-mail: _____

Phone: _____

Fax: _____

Internet access: _____ Yes/No

Entergy Account Manager _____



Standard Terms & Conditions

1. This **MVE Service Enabling Agreement** (“Agreement”) is subject to the terms and conditions of the Schedule MVER rider and its Attachment B including but not limited to information on availability, applicability, definitions, bidding, notification, billing and non-compliance for MVE Service. The Program Period under this Agreement in which Entergy will accept offers of curtailment from Customers 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 Gulf States, Inc. Louisiana service territory. This single metered delivery point must meet the **APPLICABILITY** requirements outlined in the Schedule MVER 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 Gulf States, Inc.
4. Schedule MVER 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. Day ahead MVE bids are submitted between 8:00 A.M. – 12:00 Noon CDT, Monday through Friday. A bid submitted on a Friday is for a curtailment on the following Monday. MVE bids can be submitted via phone or fax. All phone-submitted bids will be on a recorded telephone line.
6. The Schedule MVER rider outlines the mechanism to calculate the Curtailable Billing Energy and associated MVE Curtailable Billing Energy Payment achieved by Customer during a specific curtailment. Please review these provisions in Sections IV.A. and IV.D. of the MVER rider before submitting a bid.
7. The Schedule MVER rider outlines the mechanism to calculate a non-compliance penalty in the event that a curtailment is offered by the Customer but the Customer fails to curtail to the level specified in Curtailment Confirmation Statement. Please review these provisions in Section IV.D(4) before submitting a bid.
8. Customer acknowledges that a Curtailable Monthly Customer Charge of \$500 per site will be included in the monthly bill applicable to months during which Customer submits an MVE bid that is subsequently accepted.
9. Submitting a bid under MVE Service is totally voluntary on the part of Customer. Further, there is no guarantee that a bid will be accepted. Entergy Gulf States Inc. retains the right to accept and/or reject any and/or all bids submitted under MVE Service.
10. By signing this Agreement, Customer acknowledges that: (1) Customer has carefully read the Schedule MVER rider and its Attachments, (2) acknowledges that MVE 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 MVE 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 MVE SERVICE.

Customer
Signature: _____

Date: _____

Title: _____

Entergy
Signature _____

Date: _____

Title: _____



Please mail two (2) signed copies of the *MVE Service Enabling Agreement* to the address below. A signed original will be returned to you for your files. If you have questions or concerns, please contact your Account Manager.

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