

HOST CUSTOMER AGREEMENT & ACKNOWLEDGEMENT

TX

Host Customer Name	Street Address	City	Zip Code	Best Phone Number
Energy Efficiency Project Sponsor	Street Address	City	State	Phone Number
Subcontractor	Street Address	City	State	Phone Number

Energy Efficiency Project Sponsor (“EEPS”) is a participant in the Residential and Hard-to-Reach Standard Offer Programs (“SOP”) developed by Texas-New Mexico Power Company (“TNMP”) and administered by Frontier Energy (“Frontier”).

EEPS and Customer agree as follows:

1. EEPS agrees to install and Customer agrees to the installation of energy efficiency improvements that will produce energy savings and/or peak demand savings that are qualified for the SOP.
2. EEPS warrants that it will install all energy efficiency improvements in a good and workman-like manner consistent with the prevailing standards for energy efficiency improvement installation as practiced by qualified contractors in the area and inform Customer of any adverse environmental or health effects associated with the improvements installed.
3. Customer shall have the right to cancel this Agreement at any time and for any reason prior to midnight of the third business day following the date of this Agreement. Customer may exercise this right of cancellation by providing EEPS any written statement that is signed and dated by Customer and states Customer’s intention to cancel this Agreement.
4. Customer acknowledges that EEPS is receiving an incentive for the energy and peak demand savings derived from Customer’s energy efficiency improvements and that such incentive is paid for through a ratepayer funded program.
5. Customer has received a written and oral disclosure of the financial arrangement between EEPS and Customer. This includes an explanation of the total Customer payments, the total expected interest charged, all possible penalties for non-payment, and whether Customer’s installment sales agreement may be sold.
6. Customer acknowledges that any review, inspection, or acceptance by either TNMP or Frontier of Customer’s premises or of the design, construction, installation, operation or maintenance of the energy efficiency equipment is solely for the information of TNMP. In performing any such inspection or review or in accepting the installed equipment, TNMP and Frontier make no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by EEPS or its compatibility with Customer’s facilities. In addition, Customer acknowledges that TNMP and Frontier make no warranty or representation regarding the qualifications of EEPS, and that the Customer is solely responsible for the selection of EEPS.
7. The EEPS must measure and/or report to the utility the respective energy and peak demand savings from the installed energy efficiency improvements.
8. EEPS will maintain, or will ensure subcontractor maintains, liability insurance to cover property damage.
9. Customer acknowledges that EEPS is an independent contractor and is neither a part of, nor endorsed by the PUCT, TNMP, nor Frontier, and that EEPS is not authorized to make representations or incur obligations on behalf of either TNMP or Frontier. Customer further acknowledges that neither TNMP nor Frontier is a party to Customer Agreement and that EEPS and Customer are solely responsible for performance hereunder.
10. In the event of non-performance by EEPS or the subcontractor, Customer may make a complaint to the Office of Customer Protection of the Public Utility Commission of Texas (PUCT) at 1-888-782-8477 or by email at customer@puc.texas.gov (TTY 1-800-735-2988), or the Office of the Attorney General’s Consumer Protection Hotline at 1-800-621-0508.
11. Customer has received a written disclosure of all warranties, work activities and terms and conditions.
12. No EEPS, manufacturer, or other business involved in providing your energy efficiency improvements may ask or require you, the Customer, to give up your rights under consumer protection statutes, waive performance warranties, or make false claims of energy savings and reductions in energy costs
13. Customer agrees to provide either TNMP or Frontier with access to Customer’s utility bills, project documentation, contractor invoices, and technical and cost information directly related to the project. In addition, customer acknowledges that consumption data may be disclosed to the statewide Evaluation, Measurement and Verification (“EM&V”) contractor for evaluation purposes.
14. Customer acknowledges that neither TNMP nor Frontier will play any role in resolving any disputes that arise between Customer and EEPS; however, Customer may register a complaint against EEPS on the program website, tnmpefficiency.com.
15. If a subcontractor is used, EEPS shall provide Customer an “All Bills Paid” attestation guaranteeing that no mechanic's or materialmen's liens will be placed on Customer’s property relating to the installation of energy efficiency measures pursuant to this Agreement. If a subcontractor is used, subcontractor must sign where indicated below.
16. EEPS will provide a complaint procedure for Customer to address performance issues by the EEPS or subcontractor.
17. Customer agrees, upon three (3) days’ prior oral notice, to provide TNMP, Frontier, or the EM&V contractor selected by the PUCT with full and complete access to Customer’s property for any purpose related to the SOP. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within normal business hours.

Customer please initial each of the following:

____ Customer affirms that, at the time of assessment, all HVAC systems selected for replacement were, to their knowledge:

- functional not functional

If functional, what is the Customer’s motivation for determining early retirement eligibility?

____ Customer agrees, upon three (3) days’ prior oral notice, to provide TNMP, Frontier, or their designees, or any third-party program evaluator access to the Customer’s property during normal business hours for the purpose of inspecting the installed equipment.

____ Customer agrees that EEPS shall have the right to make this Agreement and all Customer utility bills, project documentation, contractor invoices, and technical and cost information available to TNMP, Frontier, and to any third-party program evaluator.

EEPS: _____ **Subcontractor:** _____
(Signature) & (Date) (Signature) & (Date)

Energy efficiency improvements agreed upon have been installed, and I have executed and been given a copy of the Agreement.

Customer: _____
(Signature) & (Date)

CUSTOMER ACKNOWLEDGEMENT FORM

Complete one copy per project, after work is completed.

Project Sponsor Name: _____ Install Date: _____ Project Invoice #: _____

Project Sponsor's Information and Attestation

Project Sponsor hereby attests that the following statements are true:

1. Project Sponsor is the seller and the installer of the high efficiency materials and equipment as described on the accompanying Host Customer Agreement.
2. Project Sponsor has paid each of Project Sponsor's subcontractors, laborers, and materialmen in full for all labor and materials provided to Project Sponsor for the purchase and installation of the high efficiency measures. Project Sponsor is not indebted to any person, firm, or corporation by reason of any such construction.
3. Project Sponsor hereby warrants that no mechanics or materialmen's liens will be placed on Host Customer's property relating to the installation of high efficiency measures.
4. Project Sponsor has provided to Customer a copy of the program branded flyer and energy saving fact sheet.

Signature of Project Sponsor Representative

Printed Name

Date Signed

A. Customer's Information and Acknowledgement

Customer hereby declares that the following information is true to the best of my knowledge:

I hereby acknowledge the following:

- A. The Project Sponsor identified above has entered into an agreement (the Residential and Hard-to-Reach Standard Offer Program Agreement, hereafter, "the SOP Agreement") with Frontier Energy for delivery of energy savings resulting from the installation of energy-efficiency measures and technologies. This acknowledgement, which the Project Sponsor will provide to Frontier Energy, is a requirement of the SOP Agreement between the Project Sponsor and Frontier Energy.
- B. The measures described on the Host Customer Agreement (attached) have been installed to my satisfaction.
- C. Prior to my signing a contract with the Project Sponsor, the Project Sponsor provided, for my review, a copy of the Host Customer Agreement that contains customer disclosure information.
- D. The Project Sponsor has explained procedures for filing a complaint with the Public Utility Commission or the Texas Attorney General Office.
- E. By its acceptance of the project for participation in TNMP's Residential and Hard-to-Reach Standard Offer Programs, I understand that Frontier Energy and TNMP do NOT:
 - a. make any warranty or representation of any kind regarding installation or implementation of energy efficiency measures, the benefits to be derived from the measures, or the merchantability or fitness of the measures or installation for any particular purpose;
 - b. become a party to any contract or intervene in any disputes between the Project Sponsor and Customer;
- F. I understand that the Project Sponsor is an independent contractor and is not authorized to make any representations or incur any obligations on behalf of Frontier Energy or TNMP. I acknowledge that Frontier Energy and TNMP are not a party to the Host Customer Agreement and that Project Sponsor is solely responsible for performance thereunder.
- G. The following information **AND/OR** information contained in the invoice, regarding the units replaced & installed are correct.

Materials and Equipment that was installed (quantity and model numbers as appropriate):

If a Heat Pump was installed, customer acknowledges, by checking the box, they were advised against using the emergency heat (EM HEAT) setting on heat pump thermostats and the correct operation of a Heat Pump was explained.

Signature of Homeowner or Authorized Representative

Printed Name

Date Signed