



# Host Agreement

Entergy's Home Performance with ENERGY STAR® Program

## I. General Information

### HOMEOWNER INFORMATION

Any information contained in this form shall be used solely for Program purposes and shall not be released to any third parties except as required by law. **\* Required Information.**

\*Homeowner Name: \_\_\_\_\_

\*Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_ \*County: \_\_\_\_\_

\*Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\*Email Address: \_\_\_\_\_

\*Entergy Account Number: \_\_\_\_\_

Electricity Supplier: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

Heating Fuel Supplier: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

#### \*I learned about the Entergy Home Performance with ENERGY STAR Program from:

HPwES Program Brochure  Participating Service Provider  Other \_\_\_\_\_

#### \*The source used to communication information:

Radio \_\_\_\_\_  Print Ad/Article \_\_\_\_\_  TV \_\_\_\_\_

Mail \_\_\_\_\_  Internet/Website \_\_\_\_\_  Friend/Family \_\_\_\_\_

Service Provider \_\_\_\_\_  Event/ Show \_\_\_\_\_

#### \*What motivated you to have a Home Performance Audit performed on your home?

(Check all that apply)

Potentially Decreasing Energy Bills  Home Comfort and Safety  Helping Preserve the Environment

Potentially Decreasing Energy Usage  Improving Home's Resale Value  Other \_\_\_\_\_

## II. Homeowner/Contractor Acknowledgements

The undersigned (hereinafter "Homeowner") is an electric delivery customer of Entergy Texas LLC ("Entergy"), and has submitted to participate in the Home Performance with ENERGY STAR Program offered by Entergy and implemented by ICF International. In consideration of participating in the Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Homeowner hereby agrees as following:

- The Entergy incentive check will be mailed to directly to the contractor that the homeowner selected to install the necessary energy efficiency measures in their residence.

- The Contractor has fully disclosed the eligible Energy Home Performance with ENERGY STAR incentive to the perspective homeowner in written form.
- That Homeowner hereby confirms their intent to purchase and install the proposed improvements described in this pre-application within the applicable rebate reservation period contingent upon approval of this incentive reservation request. Homeowner understands and accepts that Entergy reserves the right to claim all renewable energy credits or other environmental credits associated with projects receiving Entergy incentives under this program.
- That the submission of this application by Homeowner to participate in the Program does not guarantee receipt of incentives unless the Program guidelines have been met. Program specific roles, responsibilities, requirements, policies and guidelines are subject to change and are covered in the latest version of the Home Performance with ENERGY STAR Program Guidebook.
- That incentives associated with the Program are only for energy efficiency measures installed at the Homeowner's home that receive service from Entergy, as evidenced by an Entergy account number, and that Entergy may withhold incentive payments committed to the Homeowner if the project site is proven to not receive service from Entergy.
- That the incentive will only be paid to the Homeowner after receipt of post inspection, documentation and verification.
- That, while Entergy is offering and providing incentive payments to the Homeowner based on the energy efficiency project, Entergy is not supervising the work performed for the Homeowner and is not responsible in any way for proper completion of that work or proper performance of any equipment purchased. Entergy is simply providing funding to assist Homeowner in implementing energy efficiency savings and/or energy generation measures. Entergy does not guarantee any results by its approval of the Homeowner Participation Agreement, payment of incentives, or by any other of its actions.
- That Entergy may include a description of this project, including the Homeowner's name, organization name, or companies name (if applicable), services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation required by Entergy, the Public Utility Commission of Texas, and Texas Legislature. Entergy will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
- That Entergy is not responsible for any tax liability imposed on the Homeowner as a result of payment of the incentives and the Homeowner should consult a tax attorney to determine any potential tax liabilities as a result of receiving incentives for energy efficiency savings and/or energy generation measures. Entergy is not providing tax advice, and any communication by Entergy is not intended or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
- That, in the event of a dispute between the Homeowner and Contractor (the contractor qualified to participate in the Program) or the Program Implementer, the Homeowner may file a complaint with the Public Utility Commission of Texas concerning the Contractor and/or Program Implementer and that Entergy will play no such role in resolving such dispute.
- To provide Entergy, Implementer, and/or Contractor with access to and/or copies of the Homeowner's utility bills, project documentation and all invoices related to the purchase and installation of the energy efficiency measures, and technical and cost information related to or arising from the project or its participation the Program.
- To provide any Contractor or independent measurement and verification person selected by Entergy or the Public Utility Commission of Texas, upon three (3) days' prior verbal notice, with full and complete access to the Customer project site for any purpose related to, or arising from, the Program.
- Homeowner shall not use the Entergy<sup>SM</sup> trademarks without written approval by Entergy.
- Homeowner shall not communicate with the media about the Program without written authorization and coordination with Implementer and Entergy.
- THAT ANY REVIEW, INSPECTION, OR ACCEPTANCE BY ENTERGY OF THE PROJECT SITE, PROJECT, OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE MEASURES IS SOLELY FOR THE INFORMATION OF ENTERGY AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING THE MEASURES, ENTERGY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE MEASURES, THEIR INSTALLATION BY A CONTRACTOR OR THEIR COMPATIBILITY WITH THE CUSTOMER'S FACILITIES.
- THAT HOMEOWNER, TO THE EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY ENTERGY AND ICF INTERNATIONAL AND THEIR AGENTS, AND EMPLOYEES AGAINST ALL LOSSES,

EXPENSES, DAMAGES, ATTORNEYS' FEES, JUDGEMENTS, COSTS, AND LEGAL LIABILITY (COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") RELATED TO: 1) INJURY OR DEATH OF PERSONS; 2) DAMAGE TO PROPERTY OR NATURAL RESOURCES; 3) VIOLATION OF ANY LOCAL, STATE, OR FEDERAL LAW OR REGULATION INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL AND HEALTH AND SAFETY LAWS OR REGULATIONS; 4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION; 5) EQUIPMENT MALFUNCTIONS; OR 6) ENERGY SAVINGS SHORTFALLS ARISING OUT OF RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF ENTERGY OR CONTRACTOR, WHETHER ACTIVE OR PASSIVE, EXCEPTING ONLY SUCH CLAIMS AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ENTERGY AND THAT RESULT FROM ENTERGY'S ACCEPTANCE OF PROJECT FOR PARTICIPATION IN THE PROGRAM.

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas, The parties agree that the proper venue and jurisdiction for any cause of action relating to this Participation Agreement will be Montgomery County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas ("PUCT"), in which case proper venue and jurisdiction will be at the PUCT.

### **Homeowner Acceptance**

I certify that the information contained in this form is true and complete to the best of my knowledge and that I have received the customer information packet entitled "What to Expect from Home Performance with ENERGY STAR" and have read, understand, and agree to the terms stated above. I agree that my home is an existing occupied structure and not under new construction.

\*Homeowner Signature \_\_\_\_\_ \*Date: \_\_\_\_\_

### **Contractor Acceptance**

I certify that I have or will follow all applicable rules and standards for the Home Performance with ENERGY STAR Program and RESNET while evaluating the above homeowner's home, formulating comprehensive recommendations and proposals, and conducting any work resulting from those recommendations. I also certify that the information contained in this form, in the Program software record, and in any contract material submitted for Program review, is true and complete to the best of my knowledge.

\*Contractor Signature: \_\_\_\_\_ \*Date: \_\_\_\_\_

\*Contractor Printed Name: \_\_\_\_\_ \*Company Name: \_\_\_\_\_