

**Terms and Conditions**

Customer and Contractor acknowledge and agree to the following terms and conditions.

1. Incentives will only be received if the equipment installed or services performed qualify in accordance with the pathway standards.
2. The incentive from SWEPCO is assigned to help offset the cost to install the energy efficiency upgrades. Customer is responsible for paying the balance of the costs associated with such upgrades including, but not limited to, cost of materials and contractor fees.
3. Customer is responsible for paying a contractor for any fees associated with installing the energy efficiency upgrades or performing services and SWEPCO has no part in any agreement between the contractor and homeowner.
4. The incentives associated with any project will only be paid to a SWEPCO residential customer (and/or their selected participating contractor) for work performed on a home with a valid SWEPCO electric meter.
5. Qualifying new product(s) must be installed in accordance with all applicable federal, state, and local laws, building codes, and manufacturer's specifications.
6. Customer and contractor participation in SWEPCO's Residential Energy Improvement Pathway is voluntary. SWEPCO has the right to change or modify the pathway at any time.
7. The customer agrees to allow SWEPCO access to the smart thermostat/equipment use data as enabled from the thermostat manufacturer.
8. Customer will allow, if requested, a representative from SWEPCO or any authorized third-party reasonable access to the project site to verify the installed product before or after an incentive is paid. The verification of installation must be scheduled within 30 days of customer contact by SWEPCO. SWEPCO may contact the contractor, if needed, to verify installation and may provide customer's name and/or address to complete this verification. If SWEPCO is unable to verify the installation of products and/or the performance of work, customer will be required to reimburse SWEPCO for the total amount of the incentive.
9. If a tenant, customer is responsible for obtaining the property owner's permission to install measures under this pathway. By providing a signature on the Project Completion Form upon project completion, customer indicates this permission has been obtained.
10. Customer and Contractor agree to indemnify SWEPCO and its agents, and employees against all loss, damage, expense, and liability, resulting from injury to, or death of persons; against all injury to property arising out of or in any way connected with any measures installed or services performed.
11. Customer understands that to receive a incentive, the equipment installed must qualify in accordance with the pathway guidelines.
12. All projects must be installed and/or services must be performed by a contractor participating in SWEPCO's Residential Pathway. The selection of a participating contractor to perform the work is the sole decision of the property owner or authorized lessee/occupant. Inclusion of a participating company to perform work does not represent an endorsement by Southwestern Electric Power Company (SWEPCO) or CLEARResult of any product, individual, or company. Work performed by participating companies is not guaranteed or subject to any warranty, either expressed or implied, by either SWEPCO or CLEARResult. Neither SWEPCO nor CLEARResult make any guarantee or any other representation as to the quality, cost, or provided effectiveness of the products provided or work performed by any participating company or by its employees, subcontractors, or suppliers.
13. Customer and Contractor agree to defend, protect, indemnify, and hold harmless SWEPCO and CLEARResult, its respective officers, directors, agents, and employees (herein referred to as "indemnified Parties") from and against any and all claims, losses, agents, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind whatsoever (hereinafter referred to as "claims") arising out of contractors, its agents or subcontractors, acts or omissions incident to or related in any way to, directly or indirectly, the services agreement and/or the Pathway. Customer and Contractor acknowledge and agree that with respect to any claims brought against the Indemnified Parties, Customer and Contractor will be required to waive as to the Indemnified Party any defense it may have by virtue of the Worker's Compensation Laws of any state, to the extent allowed by law.

*Customer Copy*