

Home Performance with ENERGY STAR® Customer Agreement

General Project Information

Project Information					
Project Installation Date:		Installing Contractor:			
First Name:		Last Name:			
Project Site Address:					
Project Site City:		County:		Zip:	
Primary Phone:			Alt. Phone:		
E-mail Address:					
Are you LIHEAP eligible? *	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unsure		
Are you 65+ years old?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Account Information					
SWEPCO Account #:					
SWEPCO Account Holder Name					
Black Hills Energy Arkansas Account #:					
Black Hills Energy Arkansas Account Holder Name					

Signature

Customer and Contractor have read and agree to the Terms and Conditions below.

Customer

Signature: _____
 Print Name: _____
 Date: _____

Installing Contractor

Signature: _____
 Print Name: _____
 Date: _____

Check the appropriate utility(s) that will be providing incentives for this home.



An AEP Company



Terms and Conditions

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

1. The utility or utilities checked above are referred to as "Participating Utility."

2. Rebates will only be received by the Contactor if the equipment installed or services performed qualify in accordance with the program standards.
3. The rebate from Participating Utility is assigned to the Contractor to fully offset the cost to install the Core Energy Efficiency Measures. The Customer is responsible for paying the balance of the costs associated with any other upgrades installed beyond the Core Measures.
4. Customer is responsible for paying a Contractor for any fees associated with installing any other energy efficiency upgrades or performing services beyond the Core Measures and Participating Utility has no part in any agreement between the Contractor and Customer.
5. The rebates associated with this project will only be paid to a Participating Utility approved participating Contractor for work performed on an eligible home with a valid Participating Utility electric or gas meter.
6. Qualifying new product(s) must be installed in accordance with all applicable federal, state, and local laws, building codes, and manufacturer's specifications.
7. Customer and Contractor participation in Participating Utility's Home Performance with ENERGY STAR Program (HPwES) is voluntary. Participating Utility has the right to change or modify the program at any time.
8. Customer will allow, if requested, a representative from Participating Utility or any authorized third-party reasonable access to the project site to verify the installed product(s) before or after a rebate is paid. The verification of installation must be scheduled within 30 days of Customer contact by Participating Utility. Participating Utility may contact the Contractor, if needed, to verify installation and may provide Customer's name and/or address to complete this verification. If Participating Utility is unable to verify the installation of products and/or the performance of work, the Contractor will be required to reimburse Participating Utility for the total amount of the rebate.
9. If Customer is a tenant, Customer is responsible for obtaining the property owner's permission to install measures under this program. 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 Participating Utility 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. Contractor understands that to receive a rebate, the equipment and/or services installed must qualify in accordance with the program guidelines.
12. All projects must be installed and/or services must be performed by a Contractor participating in Participating Utility's HPwES Program. The selection of a participating Contractor to perform the work is the sole decision of the property owner or authorized lessee/occupant. In the event a Contractor has been assigned to the Customer, the Customer retains the right to choose another Contractor. Any Contractor assignment is performed on a rolling basis. Inclusion of a participating Contractor to perform work does not represent an endorsement by Participating Utility or CLEAResult of any product, individual, or company. Work performed by participating Contractors is not guaranteed or subject to any warranty, either expressed or implied, by either Participating Utility or CLEAResult. Neither Participating Utility nor CLEAResult 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 Contractor or by its employees, subcontractors, or suppliers.
13. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the Program to achieve energy efficiencies, neither Participating Utility nor CLEAResult guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the Program.
14. Customer and Contractor agree to defend, protect, indemnify, and hold harmless Participating Utility and CLEAResult, 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 Program. 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.

***LIHEAP Eligibility Chart**

Household Size	Monthly Income
1	\$1,936
2	\$2,531
3	\$3,127
4	\$3,723
5	\$4,318
6	\$4,914
7	\$5,239
8	\$5,829
9	\$6,419
10	\$7,009
11	\$7,599
12	\$8,189
13	\$8,779
14	\$9,369
15	\$9,959
16	\$10,549
17	\$11,139
18	\$11,729
19	\$12,319
20	\$12,909
Each member	\$590