

HOST CUSTOMER AND PROJECT SPONSOR AGREEMENT

Project Sponsor

Host Customer

Name: _____

Name: _____

Phone: _____

Phone: _____

Address: _____

Address: _____

City/State/ZIP: _____

City/State/ZIP: _____

RECITALS

Project Sponsor is a provider of Residential and Small Commercial energy efficiency goods and/or services.

Host Customer desires to purchase from the Project Sponsor certain energy efficiency measures and the installation thereof.

NOW THEREFORE, Project Sponsor and Host Customer agree as follows:

Project Sponsor agrees to sell and install and Host Customer agrees to purchase and pay for the energy efficiency measures as described below:

Materials and Equipment (included quantity and model numbers as appropriate):

Cost and Payment Terms:

Equipment and Materials: _____

Labor: _____

Sales Tax: _____

TOTAL _____

Payment Terms (Include total payments, interest, possible penalties, etc):

Project Schedule:

Project Start Date: _____

Project End Date: _____

Warranty:

Potential Adverse Environmental or Health Affects:

Customer Protection:

1. *Project Sponsor warrants that it will install all energy efficiency equipment or materials in a good and worker-like manner consistent with the prevailing standards for efficiency measures installation as practiced by qualified contractors in the area.*
2. *Project Sponsor warrants that it carries contractor liability insurance to cover Host Customer property damage.*
3. *Host 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. Host Customer may exercise this right of cancellation by providing the Project Sponsor any written statement that is signed and dated by Host Customer and states Host Customer's intention to cancel this Agreement.*
4. *Host Customer acknowledges that the Project Sponsor may receive an incentive made available through a ratepayer-funded program, manufacturers, or other entities.*
5. *Host Customer may request an "All Bills Paid" Affidavit from the Project Sponsor guaranteeing that no liens will be placed on the Host Customer's property by sub-contractors.*
6. *No energy efficiency service provider, manufacturer, or other business involved in providing energy efficiency improvements may ask or require the Host Customer to give up rights under consumer protection statutes, waive performance warranties, or make false claims of energy savings and reductions in energy costs. To make a complaint about the Project Sponsor's work performance call the Office of Customer Protection of the Public Utility Commission of Texas at 1-888-782-8477 or the Office of the Attorney General's Consumer Protection Hotline at 1-800-621-0508.*

The parties have executed this Agreement as of the date first written below:

Project Sponsor
Signature: _____
Date: _____

Host Customer
Signature: _____
Date: _____