

All language in italics must be incorporated without modification into any Project Sponsor-developed Host Customer Agreement

PROJECT SPONSOR/HOST CUSTOMER AGREEMENT TEMPLATE

This Agreement is entered into this _____ between _____,
(date) (Project Sponsor)
_____ and _____,
(address) (Host Customer) (address)

RECITALS

Project Sponsor is a participant in the Residential Standard Offer Program (“SOP”) developed by CenterPoint Energy (“CenterPoint”).

Host Customer desires to purchase from the Project Sponsor certain energy efficiency measures and the installation thereof that will produce the energy savings for which the SOP was developed.

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

1. 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 to be installed (quantity and model numbers as appropriate):

Cost and Payment Terms:

Equipment and Materials:	
Labor Cost:	
Sales Tax:	
Total:	
Payment Terms:	

Start Date: _____

Completion Date: _____

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2. Other Terms:

3. *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.*
4. *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.*

5. Equipment Warranty:

6. *Project Sponsor guarantees that no mechanics or materialmens liens will be placed on Host Customer's property relating to the installation of measures pursuant to this Agreement.*
7. *Host Customer acknowledges that the Project Sponsor is receiving an incentive made available through a ratepayer-funded program, manufactureres, or other entities.*
8. *Host Customer acknowledges that any view, inspection, or acceptance by CenterPoint of the Host Customer's equipment installation or of the design, construction, installation, operation or maintenance of the equipment is solely for the information of CenterPoint and that, in performing any such inspection or review or in accepting the installed equipment, CenterPoint makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety, merchantability, reliability or other benefits of the equipment, its installation by Project Sponsor or its compatibility with the Host Customer's facilities.*
9. *Host Customer acknowledges that Project Sponsor is an independent contractor with respect to CenterPoint and the SOP, and that Project Sponsor is not authorized to make representations or incur obligations on behalf of CenterPoint. Host Customer further acknowledges that CenterPoint is not a party to the Host Customer Agreement and that Project Sponsor is solely responsible for performance hereunder.*

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- 10. Host Customer acknowledges that Project Sponsor has explained the procedures for filing a complaint with CenterPoint, with the Public Utility Commission, or the Texas Attorney General's Office. Complaints filed with CenterPoint are for the sole purpose of evaluating Project Sponsor Performance. CenterPoint will not intervene in any disputes between the Project Sponsor and the Host Customer.*

- 11. Host Customer agrees that Project Sponsor shall have the right to make this Host Customer Agreement and all Host Customer utility bills, project documentation, contractor invoices, and technical and cost information available to CenterPoint.*

- 12. Host Customer acknowledges receipt of the Public Utility Commission Customer Disclosure Form (attached).*

The parties have signed this Agreement as of the date first written above.

Project Sponsor: _____

Host Customer: _____

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CUSTOMER DISCLOSURE FORM

Energy efficiency service providers are not part of, nor endorsed by CenterPoint or the Public Utility Commission of Texas. Use your judgment when hiring an energy efficiency services provider. Ask for references and check with the Better Business Bureau if you have doubts about doing business with a particular contractor. Before you sign, be sure you have all of the following information:

A contract with the energy efficiency services provider that includes:

- 1. A written description of the work to be completed. Be sure the description includes brand names, series, model numbers, efficiency ratings, and other information needed to properly identify all materials and equipment to be installed, start and completion dates, and what you can do if the energy efficiency service provider fails to complete the work as described.*
- 2. A written and oral explanation of any financial arrangement between you and the energy efficiency service provider. This should include: the amount of each payment, the number of payments, the total amount of the customer's payments over the term of the agreement, the total expected interest charged, all possible penalties for non-payment, and whether the customer's installment sales agreement may be sold.*
- 3. A notice of your cancellation rights and procedures, including a form you can sign and return to cancel the transaction.*
- 4. An all bills paid affidavit guaranteeing that no liens will be placed on your property by subcontractors.*
- 5. A statement that the energy efficiency service provider is receiving an incentive paid for through the rates of CenterPoint for the electricity saved by the customer's energy efficiency improvements.*

Know your rights:

- 1. You have 72 hours (3 days) to cancel any contract you sign with an energy efficiency service provider in your home. To cancel the contract, follow the procedures stated in your contract for notifying the energy efficiency service company that you do not wish to receive their service and are canceling the contract.*
- 2. No energy efficiency service provider, manufacturer, or other business involved in providing your energy efficiency improvements may ask or require you to give up your 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 your contractor's work performance call the Office of Customer Protection of the Public Utility Commission of Texas at 1-888-782-8477 (TTY 1-800-735-2988) or the Office of the Attorney General's Consumer Protection Hotline at 1-800-621-0508.*