

## **APPENDIX E FORMS**

All Bills Paid Affidavit

Host Customer Agreement & Acknowledgement

Income Eligibility Verification Form

Property Owner Income Eligibility Verification Form

**AFFIDAVIT OF PAYMENT OF CONTRACTORS,  
LABORERS, AND MATERIALMEN**

Date: \_\_\_\_\_

Affiant: \_\_\_\_\_

Host Customer: \_\_\_\_\_

Property: \_\_\_\_\_  
\_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is the seller and the installer of the high efficiency materials and equipment as described on the accompanying Host Customer Agreement.
2. Affiant has paid each of Affiant's contractors, laborers, and materialmen in full for all labor and materials provided to Affiant for the purchase and installation of the high efficiency measures. Affiant is not indebted to any person, firm, or corporation by reason of any such construction.
3. Affiant hereby warrants that no mechanics or materialmen's liens will be placed on Host Customer's property relating to the installation of high efficiency measures.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant Name and Position

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Acknowledgement

STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by seller.

\_\_\_\_\_  
Notary Public, State of Texas

## 2010 HOST CUSTOMER AGREEMENT & ACKNOWLEDGEMENT

This Agreement is entered on this day \_\_\_\_\_ between the following two parties;

(Date)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, TX,  
\_\_\_\_\_, and \_\_\_\_\_  
(Host Customer/Title) (Street Address) (City) (State) (Zip Code) (Best  
Daytime Phone Number)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_  
(Project Sponsor) (Street Address) (City) (State) (Zip Code) (Phone  
number)

Project Sponsor is participating in one of the following Standard Offer Programs ("SOP") developed by American Electric Power ("AEP"):

Check One:

Hard-to-Reach SQ

Residential SOP

### Project Sponsor and Customer agree as follows:

1. Project Sponsor agrees to sell and install and Customer agrees to purchase the energy efficiency measures described on the **Bill of Sale** that will produce energy savings and/or peak demand savings that are qualified for the SOP.
2. Project Sponsor warrants that it will install all energy efficiency equipment or materials in a good and workman-like manner consistent with the prevailing standards for efficiency measure installation as practiced by qualified contractors in the area and inform Customer of any adverse environmental or health effects associated with the measures installed.
3. Customer has received a list of equipment to be installed (quantity, model #s and efficiency ratings): **(Refer to Bill of Sale)**
4. Project Sponsor will maintain, or will ensure subcontractor maintains, liability insurance to cover property damage.
5. Customer has received a written and oral disclosure of the financial arrangement between Project Sponsor and Customer. This includes an explanation of the total Customer payments, the total expected interest charged, all possible penalties for non-payment, and whether Customer's installment sales agreement may be sold: **(Refer to Bill of Sale)**.
6. Customer has received a written disclosure of all warranties, work activities and terms and conditions: **(Refer to Bill of Sale)**
7. If a subcontractor is used, Project Sponsor shall provide Customer an "All Bills Paid" affidavit guaranteeing that no mechanic's or materialmen's liens will be placed on Customer's property relating to the installation of energy efficiency measures pursuant to this Agreement.  
**Subcontractor:** \_\_\_\_\_ Address \_\_\_\_\_  
Phone #: \_\_\_\_\_ If a subcontractor is used, subcontractor must sign where indicated below.
8. Project Sponsor will provide a complaint procedure for Customer to address performance issues by the Project Sponsor or subcontractor.
9. In the event of non-performance by Project Sponsor or the subcontractor, Customer may make a complaint to the Office of Customer Protection of the Public Utility Commission of Texas (PUCT) 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.
10. 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. Customer may

exercise this right of cancellation by providing Project Sponsor any written statement that is signed and dated by Customer and states Customer's intention to cancel this Agreement.

11. Customer acknowledges that Project Sponsor is receiving an incentive for the energy and peak demand savings derived from Customer's energy efficiency improvements and that such incentive is paid for through a ratepayer funded program, manufacturers or other entities. In addition, the Project Sponsor must measure and report to the utility the respective energy and demand savings.
12. Customer acknowledges that any review, inspection, or acceptance by AEP of Customer's premises or of the design, construction, installation, operation or maintenance of the energy efficiency equipment is solely for the information of AEP. In performing any such inspection or review or in accepting the installed equipment, AEP makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by Project Sponsor or its compatibility with Customer's facilities.
13. Customer acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by the PUCT or by AEP, and that Project Sponsor is not authorized to make representations or incur obligations on behalf of AEP. Customer further acknowledges that AEP is not a party to Customer Agreement and that Project Sponsor and Customer are solely responsible for performance hereunder.
14. Customer acknowledges that AEP makes no warranty or representation regarding the qualifications of Project Sponsor, and that the Customer is solely responsible for the selection of Project Sponsor.
15. Customer acknowledges AEP will play no role in resolving any disputes that arise between Customer and Project Sponsor; however, Customer may register a complaint against Project Sponsor on the program website, aepefficiency.com.
16. Customer acknowledges they are a **residential** distribution customer of AEP.

AEP ESID number(s) for this project: \_\_\_\_\_(for SWEPCO TX customers list meter #s or account #s)

17. Customer agrees, upon three (3) days' prior oral notice, to provide AEP and the independent measurement and verification expert selected by the PUCT with full and complete access to Customer's property for any purpose related to the SOP. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within the normal business hours of Customer.
18. Customer agrees to provide AEP with access to Customer's utility bills, project documentation, contractor invoices, and technical and cost information directly related to the project.
19. No energy efficiency service provider, manufacturer, or other business involved in providing your energy efficiency improvements may ask or require you, the Customer, to give up your rights under consumer protection statutes, waive performance warranties, or make false claims of energy savings and reductions in energy costs.

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

Project Sponsor: ► \_\_\_\_\_

Subcontractor:

► \_\_\_\_\_

(Date)

(Signature)

(Date)

(Signature)

▶ I have executed and been given a copy of the Host Customer Agreement.  
▶ \_\_\_\_\_  
*Representative) (Date) (Signature - Customer or Authorized*

▶ The measures described on this form have been installed to my satisfaction.  
▶ \_\_\_\_\_  
*Representative) (Date) (Signature - Customer or Authorized*

*White-Customer Yellow-AEP Pink-Project Sponsor*

**Public Utility Commission of Texas**  
**Self Certification Form of Income Eligibility for Full Incentive Energy Efficiency Services**

This statement is made to verify my household income. The Public Utility Commission of Texas has authorized energy efficiency programs to reduce the utility bills of income eligible households. Contractors participating in the programs receive higher incentive payments when you are income eligible. The purpose of the higher payment is to enable the contractor to provide the improvements at very low cost or at no cost to you.

Name			
Street Address			Apartment Number
City			TX Zip Code
Area Code ( )	Phone Number	Number of Persons in Household	

I currently qualify in one of the following categories.  Check the appropriate category box.

**Category 1**

I receive benefits from one or more of the programs listed below ( check each box that

Food Stamps	Medical Assistance	Temporary Assistance to Needy Families
Supplemental Security Income	Children's Health Insurance Program	Qualified Medicare Beneficiary
Public Housing, Section 8 Housing, or Other Housing Authority Assistance		

applies):

**Participating in this program will not affect your eligibility for other program benefits.** If you checked one or more of the boxes in Category 1, please sign and date the form

**Category 2**

My total household income before taxes is at or below the amount shown in the table below as determined by completing the Income Calculation Worksheet at the bottom of this form. **(Do not check this box before completing the worksheet.)**

**INCOME CALCULATION WORKSHEET**

*Step 1-Fill out the Income Calculation Worksheet.*

*Instructions: **Do not** complete this worksheet if you checked any of the boxes in Category 1. To accurately determine your **household income** you must include the income of all persons residing in your home from all sources. To determine the amount of income in each category enter the amount(s) on the check or benefit statement.*

Amount per week / month / year (circle one)

Wages from full or part-time employment as shown on paystub or W-2 form: \_\_\_\_\_

Unemployment or Worker's Compensation \_\_\_\_\_

Social Security \_\_\_\_\_

Retirement Income \_\_\_\_\_

Child Support and/or Alimony \_\_\_\_\_

All other earnings \_\_\_\_\_

**TOTAL HOUSEHOLD INCOME** \_\_\_\_\_

(Add the amount entered on each line to figure your total household income.)

Step 2. Compare your total household income per week, month or year to the amount shown in the table below for the number of persons in your household. If your total household income is equal to or less than the amount shown in the table you are income eligible. Please check the box next to Category Two and sign and date the form.

**2009 HTR Income Eligibility Guidelines\***  
**April 1, 2009 through March 31, 2010**

Household Size	2009 Eligibility Guideline		
	Annual Income	Monthly Income	Weekly Income
1	\$21,660	\$1,805	\$417
2	\$29,140	\$2,428	\$560
3	\$36,620	\$3,052	\$704
4	\$44,100	\$3,675	\$848
5	\$51,580	\$4,298	\$992
6	\$59,060	\$4,922	\$1,136
7	\$66,540	\$5,545	\$1,280
8	\$74,020	\$6,168	\$1,423
For each additional person, add	\$7,480	\$623	\$144

\*Income guidelines are updated every April. Project Sponsors should use the updated guidelines when they become available. Please check our website for current guidelines.

**Under penalty of perjury, I certify that the above declaration is true and correct. I understand that the information is subject to audit and investigation by the Public Utility Commission of Texas.**

<b>Sign Here</b> Keep Copy for your records.	Customer Signature	Date	Contractor Signature	Date
	_____	_____	_____	_____

The information provided on this form will be used solely for the purpose of determining whether your household is eligible for this program and will be kept confidential by the contractor and by the Public Utility Commission of Texas. It will not be sold or provided to any other party.