

2010 HOST CUSTOMER AGREEMENT & ACKNOWLEDGEMENT

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

_____, _____, _____, TX, _____, and _____
(Date) (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: ▶ _____ Signature (Date)
▶ _____ Signature (Date)

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

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

White-Customer Yellow-AEP Pink-Project Sponsor