

PROJECT SPONSOR/HOST CUSTOMER AGREEMENT

This Agreement is entered into this _____ between _____
 (Date) (Project Sponsor)

 (Project Sponsor Street Address) (Telephone)

And

 (Host Customer Name) (Host Customer Address)

Project Sponsor is a participant in the Residential and Hard-to-Reach Standard Offer Programs (“SOPs”) developed by Sharyland Utilities, L.P. (“Sharyland”).

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 SOPs were 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):

2. Cost, Payment, and Scheduling Terms:

Equipment and Materials:	
Labor Cost:	
Utility incentives paid to customer (if any):	
Sales Tax:	
Total:	
Payment Terms:	

Start Date: _____ Completion Date: _____

3. Host Customer shall have the right to cancel this Agreement for any reason within three business days following the date of this Agreement. Host Customer may exercise this right of cancellation by providing the Project Sponsor a written statement that is signed and dated by Host Customer and states Host Customer's intention to cancel this Agreement.
4. Project Sponsor warrants that it will install all energy efficiency equipment and/or materials in a good and workman-like manner consistent with the prevailing standards for efficiency measures installation as practiced by qualified contractors in the area.
5. Subcontractor(s) (if applicable) - names, street addresses, and telephone numbers:

6. Project Sponsor shall provide Host Customer an "all bills paid" affidavit, in the form attached hereto as Exhibit A, guaranteeing that no mechanics or materialmens liens will be placed on Host Customer's property relating to the installation of measures pursuant to this Agreement. Project Sponsor warrants that the Project Sponsor and any subcontractor(s) have sufficient liability insurance to cover damage to the Host Customer's property.
7. Equipment Warranty:

8. Host Customer acknowledges that Project Sponsor is receiving an incentive payment of \$278 per kW of peak demand savings and \$0.10 per kWh of annual energy savings for residential projects, or \$477 per kW of peak demand savings and \$0.16 per kWh of annual energy savings for hard-to-reach residential projects through a program funded by Sharyland customers, for the electricity saved by the Host Customer's energy efficiency improvements. Host Customer also acknowledges that Project Sponsor is required to measure and report to Sharyland the energy and peak demand savings from the installed energy efficiency measures.
9. Host Customer acknowledges that it may file a complaint with Sharyland to address performance issues by the Project Sponsor or a subcontractor by calling 1-800-442-8688. Sharyland will respond in writing to Host Customer's complaint within 21 days. Host Customer also may file a complaint concerning the Project Sponsor with the Office of Consumer Protection of the Public Utility Commission of Texas at 1-888-782-8477, or the Attorney General's Consumer Protection Hotline at 1-800-621-0508.
10. Host Customer acknowledges that Project Sponsor is not a part of nor endorsed by Sharyland or the Public Utility Commission of Texas, and that Project Sponsor is not authorized to make representations nor incur obligations on behalf of Sharyland. Host Customer further acknowledges that Sharyland is not a party to the Host Customer Agreement and that Project Sponsor is solely responsible for performance hereunder.

11. Host Customer acknowledges that any view, inspection, or acceptance by Sharyland or its designee 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 Sharyland and that, in performing any such inspection or review or in accepting the installed equipment, Sharyland 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 the Host Customer's facilities.
12. Host Customer, to the extent allowable by law, agrees to release Sharyland from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to: 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, and 6) energy savings shortfalls arising out of, related to, or in any way connected with the SOP, regardless of any strict liability or negligence of Sharyland, and whether active or passive.
13. Nothing provided in this Agreement shall act as a waiver of any consumer protection statutes, performance warranties, or claims related to false claims of energy savings and/or reductions in energy costs.
14. Customer Protection Terms and Conditions in the Event of Non-Performance By Project Sponsor:

Host Customer: Please initial each of the following:

Host Customer acknowledges that the Project Sponsor performed pre-measure
 _ leakage tests for Duct Efficiency and/or Air Infiltration measures, if applicable

Host Customer agrees, upon three (3) days' prior oral notice, to provide Sharyland
 or its designee access to the Host Customer's property during normal business
 _ hours for the purpose of inspecting the installed equipment

Host Customer agrees that Project Sponsor shall have the right to make this Host
 Customer Agreement and all utility bills, project documentation, contractor
 invoices, and technical and cost information available to Sharyland, its SOP
 program administrator, or any third-party evaluation, measurement and verification
 (EM&V) contractor designated by the Public Utility Commission of Texas for
 _ evaluation purposes.

Host Customer agrees that electric consumption data may be disclosed to the
 EM&V contractor designated by the Public Utility Commission of Texas for
 _ energy efficiency program evaluation purposes.

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

Project Sponsor: _____

Host Customer: