

2019 HOMEOWNER AGREEMENT



Valid through Dec. 31, 2019*

I. CUSTOMER INFORMATION

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|--|--|---|--|
| Full Name (as it appears on Consumers Energy bill): | | | |
| Street Address (where project is to be completed): | | | |
| City: | State: | ZIP: | |
| Email (to receive rebate status updates): PLEASE PRINT CLEARLY | | Customer Phone: | |
| Consumers Energy Account Number (required): | | | Consumers Energy Customer Type (check all that apply): <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric |
| Proposed Improvements: | | | |
| <input type="checkbox"/> Air Sealing (20% reduction) | <input type="checkbox"/> Air Sealing (30% reduction) | <input type="checkbox"/> Air Sealing (50% reduction) | <input type="checkbox"/> Duct Sealing (15% reduction) |
| <input type="checkbox"/> Duct Sealing (30% reduction) | <input type="checkbox"/> Duct Insulation | <input type="checkbox"/> Roof (Attic) Insulation | <input type="checkbox"/> Above-Grade Wall Insulation |
| <input type="checkbox"/> Kneewall Insulation | <input type="checkbox"/> Basement Wall Insulation | <input type="checkbox"/> Crawlspace Insulation | <input type="checkbox"/> Floor Insulation |
| <input type="checkbox"/> Rim Joist Insulation | <input type="checkbox"/> Window/Patio Door Replacement | <input type="checkbox"/> Natural Gas Furnace | <input type="checkbox"/> Natural Gas Furnace/Boiler Comprehensive Tune-Up |
| <input type="checkbox"/> ECM Motor | <input type="checkbox"/> Natural Gas Boiler | <input type="checkbox"/> Split System Central AC | <input type="checkbox"/> Central AC Comprehensive Tune-Up |
| <input type="checkbox"/> Wi-Fi Enabled Thermostat | <input type="checkbox"/> Tankless Water Heater | <input type="checkbox"/> High-Efficiency Natural Gas Storage Water Heater | |

*Any information contained in this form must be used solely for program purposes, and it will not be released to any third parties, except as required by law or regulations.

II. HOMEOWNER/CONTRACTOR ACKNOWLEDGMENTS

The undersigned (hereinafter “Homeowner”) is a utility customer of Consumers Energy and is submitting appropriate documentation to participate in the Home Performance with ENERGY STAR (HPwES) program offered by Consumers Energy and implemented by ICF. As a participant in the program, the Homeowner agrees to the following provisions:

- The Consumers Energy HPwES program will be offered in all Consumers Energy territories within the state of Michigan. This program is funded by Consumers Energy. Funding is limited and available on a first-come, first-served basis. Homeowners may confirm the availability of program funds by calling 877-40-HPWES (47937) or emailing the program implementer at CEHomePerformance@icf.com. Eligible Consumers Energy customers can reserve rebate funds after they have received a full diagnostic HPwES assessment.
- The Homeowner confirms the intent to purchase and install the proposed improvements described in this agreement within the applicable rebate reservation period, contingent upon approval of this incentive reservation request. The Homeowner understands and accepts that Consumers Energy reserves the right to claim all renewable energy credits or other environmental credits associated with projects that receive Consumers Energy incentives under this program.
- The submission of this agreement by the Homeowner to participate in the program does not guarantee receipt of incentives unless the program guidelines have been met. Program-specific roles, responsibilities, requirements, policies and guidelines are subject to change and are covered in the latest version of the HPwES Program Guidebook.
- Incentives associated with the program are only for energy efficiency measures installed at the Homeowner’s home that receives service from Consumers Energy and has a natural gas or electric service account number. Consumers Energy may cancel incentive payments committed to the Homeowner if the project site is proven to not receive service from Consumers Energy.
- The incentive will only be paid after receipt of post-inspection documentation and verification.
- While Consumers Energy is offering and providing incentive payments to the Homeowner based on the energy efficiency project. Consumers Energy is not supervising the work performed for the Homeowner and is not responsible in any way for proper completion of that work or proper performance of any equipment purchased. Consumers Energy is simply providing funding to assist the Homeowner in implementing energy efficiency measures. Consumers Energy does not guarantee any results by its approval of the Homeowner Agreement, payment of incentives or any other of its actions.
- Consumers Energy may include a description of this project, including the Homeowner’s name, organization’s name or company’s name (if applicable), services provided, project cost, and energy savings and/or generation, in reports, studies and other documentation required by Consumers Energy, the Michigan Public Service Commission (MPSC) or the Michigan legislature. Consumers Energy will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
- Consumers Energy is not responsible for any tax liability imposed on the Homeowner as a result of payment of the incentives, and the Homeowner should consult a tax attorney to determine any potential tax liabilities incurred by receiving incentives for energy efficiency measures. Consumers Energy is not providing tax advice, and any communication by Consumers Energy is not intended and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

- In the event of a dispute between the Homeowner and Contractor (the contractor qualified to participate in the program) or the program implementer, the Homeowner may file a complaint with the MPSC concerning the Contractor and/or program implementer; Consumers Energy will play no role in resolving such dispute.
- The Contractor must stop work immediately if at any time an unsafe condition is discovered during the performance of work. The Contractor must document the unsafe condition (through a change order or stop work order) and notify the Homeowner within 24 hours of the condition. The Homeowner must notify the Contractor to resume work when the unsafe condition has been fully corrected. The Contractor must inspect the unsafe condition and start work only upon agreement that the unsafe condition has been satisfactorily corrected. The Homeowner must hold the Contractor harmless for any and all financial hardship resulting from any work stoppage.
- The Homeowner is to provide Consumers Energy, the program implementer and/or the Contractor with access to and/or copies of the Homeowner's energy bills, project documentation and all invoices related to the purchase and installation of the energy efficiency measures, and technical and cost information related to or arising from the project or its participation in the program.
- The Homeowner is to provide any Contractor or independent measurement and verification person selected by Consumers Energy or the MPSC with three days' prior oral notice, with full and complete access to the customer's project site for any purpose related to, or arising from, the program.
- The Homeowner must not communicate with the media about the program without written authorization and coordination with the program implementer and Consumers Energy.
- ANY REVIEW, INSPECTION OR ACCEPTANCE BY CONSUMERS ENERGY OF THE PROJECT SITE, PROJECT OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE MEASURES IS SOLELY FOR THE INFORMATION OF CONSUMERS ENERGY AND, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING THE MEASURES, CONSUMERS ENERGY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE MEASURES, THEIR INSTALLATION BY A CONTRACTOR OR THEIR COMPATIBILITY WITH THE HOMEOWNER'S FACILITIES.
- THE HOMEOWNER, TO THE EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY CONSUMERS ENERGY AND ICF AND THEIR AGENTS AND EMPLOYEES AGAINST ALL LOSSES, EXPENSES, DAMAGES, ATTORNEYS' FEES, JUDGMENTS, COSTS AND LEGAL LIABILITY (COLLECTIVELY REFERRED TO AS "CLAIMS") RELATED TO: (1) INJURY OR DEATH OF PERSONS; (2) DAMAGE TO PROPERTY OR 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; OR (6) ENERGY SAVINGS SHORTFALLS ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THE PROJECT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF CONSUMERS ENERGY OR THE CONTRACTOR, WHETHER ACTIVE OR PASSIVE.
- Rebate funds will be reserved at the incentive level effective on the date that this agreement is executed between the Homeowner and the Contractor. This agreement expires after six months, once a Rebate Application has been received or once the program expires, whichever comes first.

This participation agreement is governed by and construed in accordance with the laws of the state of Michigan. The parties agree that the proper venue and jurisdiction for any cause of action relating to this participation agreement will be Jackson County, Michigan, unless such cause of action is within the jurisdiction of the MPSC, in which case proper venue and jurisdiction will be at the MPSC.

III. SIGNATURES

| Homeowner Acceptance | |
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| I certify that the information contained in this form is true and complete to the best of my knowledge and that I have received the customer information packet entitled "What to Expect from Consumers Energy Home Performance with ENERGY STAR" and have read, understand and agree to the terms stated above. I agree that my home is an existing occupied structure and not under new construction. | |
| Homeowner Signature: | Date: |

| Contractor Acceptance | |
|--|---------------|
| I certify that I have or will follow all applicable rules and standards for the Consumers Energy Home Performance with ENERGY STAR program and Building Performance Institute while evaluating the above Homeowner's home, formulating comprehensive recommendations and proposals, and conducting any work resulting from those recommendations. I also certify that the information contained in this form, in the program software record and in any contract material submitted for program review is true and complete to the best of my knowledge. | |
| Contractor Name (print): | Date: |
| Contractor Signature: | Company Name: |

Assigned project number: _____
(to be filled out by ICF associate)

