

I. General Information

HOMEOWNER INFORMATION			
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.			
Homeowner Name:			
Street Address:	City:	State:	ZIP:
Telephone:	Cell Phone:	E-mail Address:	
Electricity Supplier:		Account Number:	
Account Holder Name:			
Heating Fuel Supplier:		Account Number:	
Account Holder Name:			
I learned about the Consumers Energy Home Performance with ENERGY STAR Program from:			
<input type="checkbox"/> Direct mail, survey, website, word of mouth <input type="checkbox"/> Participating service provider <input type="checkbox"/> Other: _____			
Information Source: <input type="checkbox"/> Radio <input type="checkbox"/> Mail <input type="checkbox"/> Event or show	<input type="checkbox"/> Print ad/article <input type="checkbox"/> Internet/website <input type="checkbox"/> Service provider	<input type="checkbox"/> TV <input type="checkbox"/> Friend or family <input type="checkbox"/> Consumers Energy Bill/message	What motivated you to have a Home Performance Audit for your home? (Check all that apply) <input type="checkbox"/> Potentially decreasing energy bills <input type="checkbox"/> Helping preserve the environment <input type="checkbox"/> Improving home's resale value <input type="checkbox"/> Potentially increasing home comfort and safety <input type="checkbox"/> Potentially decreasing energy usage <input type="checkbox"/> Other _____

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 Program offered by Consumers Energy and implemented by ICF International. In consideration for participation in the program and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Homeowner agrees to the following provisions:

- The Consumers Energy Home Performance with ENERGY STAR ("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 (877-404-7937), or by e-mailing the program implementer at CEHomePerformance@icfi.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. 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.
- That the submission of this agreement by 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 Home Performance with ENERGY STAR Program Guidebook.
- That 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 gas or electric service account number, and that Consumers Energy may cancel incentive payments committed to the Homeowner if the project site is proven to not receive service from Consumers Energy.
- That the incentive will only be paid to the Homeowner after receipt of post-inspection, documentation and verification.
- That 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 Participation Agreement, payment of incentives, or by any other of its actions.



- That Consumers Energy may include a description of this project, including the Homeowner's name, organization 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, or the Michigan legislature. Consumers Energy will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
- That 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 or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
- That, 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 Michigan Public Service Commission concerning the Contractor and/or program implementer; Consumers Energy will play no such role in resolving such dispute.
- If at any time an unsafe condition is discovered during the performance of work, the Contractor must stop work immediately and document (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.
- To provide Consumers Energy, program implementer, and/or Contractor with access to and/or copies of the Homeowner's utility 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 the program.
- To provide any Contractor or independent measurement and verification person selected by Consumers Energy or the Michigan Public Service Commission, 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.
- That the Homeowner must not communicate with the media about the program without written authorization and coordination with the program implementer and Consumers Energy.
- THAT 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 THAT, 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.
- THAT HOMEOWNER, TO THE EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY CONSUMERS ENERGY AND ICF INTERNATIONAL 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 CONTRACTOR WHETHER ACTIVE OR PASSIVE.

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 Michigan Public Service Commission ("MPSC"), in which case proper venue and jurisdiction will be at the MPSC.

HOMEOWNER ACCEPTANCE	
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: <i>John H.P. Wes</i>	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 Signature: <i>John Q. Imperato</i>	Date:
Contractor Name (print):	Company's Name:

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

