



# CUSTOMER AGREEMENT & ACKNOWLEDGEMENT

TX

Customer Name	Street Address	City	State	Zip Code	Best Phone Number
Energy Efficiency Service Provider	Street Address	City	State	Zip Code	Phone Number
Subcontractor	Street Address	City	State	Zip Code	Phone Number

Energy Efficiency Service Provider ("EESP") is participating in one of the following Standard Offer Programs ("SOP") developed by Oncor Electric Delivery Company LLC ("Oncor"):

Check One:  Hard-to Reach/Low-Income SOP  Residential/Home Energy Efficiency

Oncor ESID number: \_\_\_\_\_

**EESP and Customer agree as follows:**

- EESP agrees to install and Customer agrees to the installation of energy efficiency improvements that will produce energy savings and/or peak demand savings that are qualified for the SOP.
- EESP warrants that it will install all energy efficiency improvements in a good and workman-like manner consistent with the prevailing standards for energy efficiency improvement installation as practiced by qualified contractors in the area and inform Customer of any adverse environmental or health effects associated with the improvements installed.
- 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 EESP any written statement that is signed and dated by Customer and states Customer's intention to cancel this Agreement.
- Customer acknowledges that EESP 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.
- Customer has received a written and oral disclosure of the financial arrangement between EESP 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.
- Customer acknowledges that any review, inspection, or acceptance by Oncor of Customer's premises or of the design, construction, installation, operation or maintenance of the energy efficiency equipment is solely for the information of Oncor. In performing any such inspection or review or in accepting the installed equipment, Oncor makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by EESP or its compatibility with Customer's facilities. In addition, Customer acknowledges that Oncor makes no warranty or representation regarding the qualifications of EESP, and that the Customer is solely responsible for the selection of EESP.
- The EESP must measure and/or report to the utility the respective energy and peak demand savings from the installed energy efficiency improvements.
- EESP will maintain, or will ensure subcontractor maintains, liability insurance to cover property damage.
- Customer acknowledges that EESP is an independent contractor and is not part of, nor endorsed by the PUCT or by Oncor, and that EESP is not authorized to make representations or incur obligations on behalf of Oncor. Customer further acknowledges that Oncor is not a party to Customer Agreement and that EESP and Customer are solely responsible for performance hereunder.
- In the event of non-performance by EESP 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 or by email at customer@puc.texas.gov (TTY 1-800-735-2988), or the Office of the Attorney General's Consumer Protection Hotline at 1-800-621-0508.
- Customer has received a written disclosure of all warranties, work activities and terms and conditions.
- No EESP, 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
- Customer agrees to provide Oncor with access to Customer's utility bills, project documentation, contractor invoices, and technical and cost information directly related to the project. In addition, customer acknowledges that consumption data may be disclosed to the statewide Evaluation, Measurement and Verification ("EM&V") contractor for evaluation purposes.
- Customer acknowledges Oncor will play no role in resolving any disputes that arise between Customer and EESP; however, Customer may register a complaint against EESP on the program website, <https://www.takealoadofftexas.com/en/pages/contactus.aspx>
- If a subcontractor is used, EESP 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. If a subcontractor is used, subcontractor must sign where indicated below.
- EESP will provide a complaint procedure for Customer to address performance issues by the EESP or subcontractor.
- Customer agrees, upon three (3) days' prior oral notice, to provide Oncor and the EM&V contractor 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 normal business hours.

Indemnification: in consideration of the services provided, customer agrees to indemnify, defend and hold harmless Oncor from any claim or suit for damages of any kind to customer, or any guest, agent, contractor, or any affiliate of customer, arising out of or related to the project, for any cause of action even to the extent such claim or suit is caused by the sole or concurrent negligence or fault of Oncor.

Limitation of liability: with the exception of the indemnification provision above, to the extent that Oncor may be found liable for any damages arising from or related to this agreement, damages of any sort, including consequential damages, shall be limited to the amount of paid by the customer pursuant to the agreement.

**If a Heat Pump was installed, customer acknowledges, by checking the box, they were advised against using the emergency heat (EM HEAT) setting on heat pump thermostats and the correct operation of a Heat Pump was explained.**

EESP: \_\_\_\_\_ Customer: \_\_\_\_\_

**Signature - Customer or Authorized Representative**

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

**Energy efficiency improvements agreed upon have been installed, and I have executed and been given a copy of the Agreement.**