

**energy right<sup>®</sup> In-Home Energy Evaluation  
Agreement to Participate - HOMEOWNER**

I agree to participate on a voluntary basis in a pilot program (Pilot) being conducted by my electric power supplier, \_\_\_\_\_ (Distributor), and its wholesale supplier of power, Tennessee Valley Authority (TVA). The Pilot is designed to provide Participants like me with an in-home energy efficiency evaluation, which includes an "Evaluation Report" identifying recommended measures and incentives for installing the recommended measures. My single-family dwelling (Residence) will be used in the Pilot for data collection and analysis.

I have had the Pilot explained to me, including it being limited to identifying energy efficiency measures, and I agree to participate in the Pilot under the following conditions:

1. I understand that this agreement will take effect on the date written below (Effective Date) and, unless terminated sooner as provided below, will remain in effect for ninety (90) days from the Effective Date.
2. If my Residence is sold, I will notify Distributor as soon as possible, and Distributor and I will agree on the date on which this agreement will terminate. In any event, this agreement will terminate upon the date ownership of the Residence is transferred.
3. I understand that any improvements made based on the recommended measures stated in the Evaluation Report will be my responsibility and done at my cost, although I may ask Distributor to reimburse some of those costs if incentives stated in the Evaluation Report apply. All improvements must have any government permits required by law, be certified by a licensed electrician if the installation involves electrical work, and pass any applicable code inspections.
4. I agree to provide representatives of Distributor with reasonable information concerning my use of electrical equipment or energy efficiency measures at the Residence. I give my permission for Distributor to make this information available to TVA.
5. I AGREE TO RELEASE, INDEMNIFY, DEFEND, AND SAVE HARMLESS DISTRIBUTOR, TVA, THE UNITED STATES OF AMERICA, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS FROM ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, OR LOSSES FOR PERSONAL INJURIES, PROPERTY DAMAGE, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, OR LOSS OF LIFE OR PROPERTY, SUSTAINED BY ME, MY AGENTS, MY FAMILY, OR THIRD PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE IN-HOME ENERGY EVALUATION, INSPECTION, OR AUDIT, THE EVALUATION REPORT, THE RECOMMENDED MEASURES, OR THE INSTALLATION, TESTING, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, DEFECT, OR FAILURE OF MY ENERGY EFFICIENCY MEASURES. THE OBLIGATIONS OF THIS SECTION 5 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
6. I understand that Distributor or TVA may publish or disclose to others information obtained from the Pilot but that they will not voluntarily release, other than to those employees or agents of Distributor, TVA, or other parties necessarily involved in conducting the Program, information that could personally identify me, or members of my family, except as required by law.
7. I am the owner of the Residence for which the Evaluation Report will be provided. I have had the Pilot explained to me, and I give my permission for the Residence to participate in the Pilot. I will cooperate with the other parties participating in the Pilot as set out in this agreement.
8. I **AGREE / DO NOT AGREE** (circle one) to allow the Distributor and TVA to use the electrical consumption history of my home for more detailed analysis of my home's energy use.

hbjordan 10/15/09 4:36 PM

Deleted:

\_\_\_\_\_  
Participant/Owner of Address

\_\_\_\_\_  
Address of Residence

\_\_\_\_\_  
EFFECTIVE DATE: