

## **BUILDING ENERGY SAVINGS TODAY (BEST) REPAYMENT PROGRAM ENERGY CONSERVATION AGREEMENT**

Inland Power and Light (“IPL”) appreciates your interest in the Building Energy Savings Today (“BEST”) Repayment Program (“Program”). By signing this agreement, you (“Member”) agree to be bound by the terms and conditions detailed herein, including the Exhibits attached hereto, the Memorandum of Meter Conservation Charge (MMCC), the BEST Application, contractor project scope, and IPL’s bylaws, policies, and tariffs, which are incorporated herein by reference (collectively the “Agreement”).

Upon complete execution of this Agreement and approval of the loan, Member may engage Member’s selected contractor to install the energy conservation at Member’s property.

### **1. RECITALS**

WHEREAS, IPL is an electric cooperative providing electricity to its Members;

WHEREAS, this Agreement establishes terms and conditions of the Program and Member’s opt-in to the on-meter Tariff EC-Energy Conservation Charge (“Energy Conservation Charge”);

WHEREAS, Member is a property owner receiving electricity as a Member of IPL at the property (“Property”), and has completed an Application to participate in the Program;

WHEREAS, Member and IPL enter into this Agreement to finance the purchase and installation of energy efficiency and conservation project for the Property through the Energy Conservations Charge; and

WHEREAS, Member agrees that as part of the Energy Conservation Charge, IPL will place a charge on the Member’s account in the form of a Tariff, allowing IPL to recover the costs of the loan for the energy efficiency and conservation measures, including IPL’s financing costs.

### **2. TERMS AND CONDITIONS**

Member has applied to IPL to obtain financing for energy efficiency and conservation measures to be completed at the Property. These conservation measures (the “Project”) are further described in the Application. IPL and Member agree that the Member-provided financial assistance for the purchase and installation of the energy efficiency and conservation measures is consistent with the Application, and in accordance with the Energy Conservation Charge. Member agrees to the terms of this Agreement and the Energy Conservation Charge.

Member agrees that any subsequent changes to IPL’s bylaws, policies, or tariffs are incorporated into this Agreement as if fully set forth herein.

### **2.1 Purpose of Agreement**

IPL is committed to ensuring an adequate energy supply for the benefit of all IPL members. To meet this commitment, IPL offers to assist the Member to reduce or manage energy consumption by financing the purchase and installation of certain energy savings improvements.

### **2.2 Work to be Completed**

The Member has completed an Application describing the Project scope and the work to be performed on the Project (the “Work”). IPL has accepted the Application for the Project and the Work, and Member acknowledges and agrees that the energy-saving improvements will be put into effect and used solely for the expected life of the conservation measures at the Property.

### **2.3 Interest Rate and Financing Work**

IPL shall provide financing for the Work. The amount of financing will be based upon the required contractor project bid, submitted with the Member Application. The financing terms and payment estimate shall be attached hereto as Exhibit A. Once the Work is complete, the final financing plan will be attached to this Agreement as Exhibit B. Upon which, the Member accepts and agrees that payment to IPL for the Project shall be in accordance with Exhibit B and will be made through the Tariff-EC and the associated monthly billing process.

### **2.4 Member Requirements**

The undersigned Member warrants that they are a Member with an active account and the registered owner of the Property. Member understands that IPL will file notice of the Tariff-EC with the local county auditor until such time as the loan is fully and finally performed. In the event that Member sells the Property in accordance with this Agreement, the loan repayment will be accelerated and must be paid in full as part of the closing of the Property sale.

### **2.5 Authority to Enter into Agreement**

The undersigned Member represents and warrants that they have full authority to enter into this Agreement and that all information provided by Member to IPL is complete and accurate. If determined necessary by IPL, additional written consent of the Member and/or property owner must be provided.

### **2.6 Administrative Fee(s)**

Member gives IPL consent to file notice of the Tariff-EC with the county auditor for the duration of the term of the loan. Any sale of the Property will require that the loan be paid in full prior to selling the Property. Member further acknowledges receipt of the pre-lien notice form as of the date of the execution of this Agreement. Any County recording fees will be paid by IPL, however, IPL reserves the right to pass through recording fees to the Member. IPL charges no administration fees for the Program; provided, however, that if the Member pays the entire loan repayment within one (1) year from the first payment for any Work, Member will be responsible for an additional \$500 fee to cover IPL's

administrative costs. Any other third-party administration fees may be passed on (billed) to the Member at IPL's sole discretion.

### 2.7 Contractor Payment

Once all required documentation has been received and the Project has been approved by the Member and IPL, IPL will pay the contractor directly. Such payment will be mailed to the contractor in approximately four to six weeks from the date IPL receives the completed invoice and installation documents; provided, however, that payment will not occur earlier than 45 days from the execution of this Agreement. Prior to the completion of the Work, material deposits and partial payments can be paid by the Member directly to the contractor. IPL must be informed and provided evidence of any payments made by the Member to the contractor prior to the completion of the Work. An amended Exhibit B, detailing a new balance of the forthcoming loan and amended payment terms, will be required and provided for each payment made by the Member to the contractor prior to the completion of the Work.

### 2.8 Term and Payment

The term of this Agreement shall be as set forth in Exhibit B and will begin from the date the Member and IPL complete the financing plan in Exhibit B. Member shall have the right to pay for the entire remaining balance of for the Work at any time before the end of the term with no prepayment penalty; subject, however, to the administrative fee payment detailed in Section 2.6. Member is not permitted to make, and IPL will not accept, partial or accelerated partial payments after the completion of the Work, other than a single payment for the entire remaining balance for the Project. In other words, post-Work partial additional payments beyond those detailed in Exhibit B, other than a full balance payment, will not be accepted by IPL.

### 2.9 Billing and Collection

Member has reviewed Exhibit A and acknowledges that the final terms of the loan will change and that the final binding terms will be set forth in Exhibit B. The actual monthly payment will be in accordance with Exhibit B and will be set forth on the Member's monthly utility bill. Member agrees to provide IPL advance written notice of any change in the account designated for payment. Such changes include, but are not limited to, change of responsible party, billing address or contact information or meter configuration. Such changes are subject to IPL's sole approval.

### 2.10 No Warranty and Release of IPL

**Member agrees that all Work on or at the Property for the Project was performed by the contractor and that IPL has not performed any of the Work on or at the Property associated with the Project.**

**IPL DOES NOT WARRANT OR GUARANTEE THE WORKMANSHIP OF THE CONTRACTOR, THE FUNCTIONALITY OF ANY OF THE EQUIPMENT USED ON THE PROJECT, OR THE ENERGY EFFICIENCY OF THE PROJECT. MEMBER AGREES THAT IPL IS SOLELY ASSISTING MEMBER WITH FINANCING FOR THE MEMBER'S PURCHASE AND**

**INSTALLATION OF POTENTIAL ENERGY SAVINGS CONSERVATION MEASURES ON THE PROPERTY.**

**MEMBER WAIVES ALL RIGHTS TO SUE OR DEMAND COMPENSATION FROM IPL, AND EXPRESSLY RELEASES IPL, FOR ANY CLAIMS, DAMAGES, INJURIES, LOSSES, OR LIABILITIES ARISING DIRECTLY OR INDIRECTLY FROM THE WORK PERFORMED BY THE CONTRACTOR ON THE PROJECT AND/OR ARISING DIRECTLY OR INDIRECTLY FROM ANY EQUIPMENT USED ON THE PROJECT.**

**MEMBER AGREES THAT ANY AND ALL ISSUES OR CLAIMS REGARDING CONTRACTOR'S WORK ON THE PROJECT, ANY EQUIPMENT USED ON THE PROJECT, AND/OR THE ENERGY EFFICIENCY OF THE PROJECT MUST BE RESOLVED BETWEEN MEMBER AND THE CONTRACTOR AND/OR THE MANUFACTURER OF ANY EQUIPMENT USED ON THE PROJECT.**

**MEMBER AGREES THAT IPL DOES NOT GUARANTEE ANY SPECIFIC SAVINGS IN MEMBER'S MONTHLY UTILITY BILL.**

**2.11 Tariff**

As further detailed above, Member acknowledges and agrees that by signing this Agreement Member is opting into to the IPL on-meter Tariff EC for the Work performed on the Project pursuant to Exhibit B. **MEMBER HEREBY OPTS-INTO THE TARIFF-EC. MEMBER AGREES THAT PROJECT COSTS SHALL BE RECOVERED THROUGH THE IPL TARIFF-EC.**

\_\_\_\_\_  
Member's Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inland Power & Light Co. Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date