



# Inland Power & Light's **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 agree to be bound by the Program Terms and Conditions, including the Exhibits attached hereto, the Memorandum of Meter Conservation Charge (MMCC), the BEST Application, and contractor release (collectively the “Agreement”). All the bylaws, policies, and tariffs of Inland Power and Light are hereby incorporated by reference into the Agreement. Any subsequent changes to the bylaws, policies, or tariffs are to be incorporated into this Agreement as if fully set forth herein. Upon complete execution of this Agreement and final approval of the project, you may engage your selected contractor to install the energy conservation at your home.

### RECITALS

WHEREAS, Inland Power & Light Company (“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 the energy efficiency and conservation project for the Property through the opt-in-Tariff EC – Energy Conservation Charge; and

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

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Member has applied to IPL to obtain financing for energy efficiency and conservation measures to be completed at the Property. These improvements (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.

### 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. In exchange for the IPL provided financing, the member agrees to the Energy Conservation Charge and the Tariff – EC.

### Work to be Completed

The Member has completed an Application describing the project. IPL has accepted the application for the project, and Member acknowledges and agrees that the energy-saving improvements will be put into effect and used solely for the expected life of the improvements at the Property.

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### 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.

### 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 project is fully and finally performed. In the event that Member sells or transfers the Property in accordance with this Agreement, the project repayment will be accelerated and must be paid in full as part of the closing costs of the Property sale.

### 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, written consent of the Member and/or property owner must be provided.

### 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 project. Any sale of the Property will require the project 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. Any other third-party administration fees may be passed on (billed) to the Member at IPL's sole discretion.

### 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. Material deposits and partial payments can be paid to the contractor, however repayment of funds dispersed will be incorporated into the Members bill as the funds are provided to contractor. An amended Exhibit B will be required for each contractor payment.



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**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 prepay for the Work at any time before the end of the term with no prepayment penalty. Members will be required to pay all the pass-through charges from the County to record the release of the MMCC. Member must notify IPL in advance that any portion of their payment is to be applied to the Work directly, otherwise, all payments received will be applied to the total accounts receivable on the Member's outstanding bill.

**Billing and Collection**

Member has reviewed Exhibit A and acknowledges that the final terms of the project will change and will be as 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.

Member hereby opts-into Tariff-EC. Project costs shall be recovered through the IPL Tariff-EC.

**Waiver and release of liability**

Member agrees that all work on or at the Property for the Project was performed by the aforementioned 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 measure. Member agrees that IPL is solely assisting Member with financing the purchase and installation of certain energy savings improvements on the Project. Member waives all rights to sue or demand compensation from 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 measure must be resolved between Member and the contractor and/or the manufacturer of any equipment used on the Project.

Member Signature

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Member Name

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I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she signed this instrument as a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

My appointment expires: