



Residential Participant Agreement
Cleco Residential Solutions Program

Form with fields for Customer, Project Sponsor, and Subcontractor, including Street Address, City, State, Zip, and Phone #.

Check One: [] Residential Solutions [] Residential Income-Qualified Cleco Meter Number: _____

The parties hereto agree as follows:

- 1. Project Sponsor agrees to sell and install and Customer agrees to purchase the energy efficiency measures described in the Bill of Sale dated (the "Bill of Sale") that will produce energy savings and/or peak demand savings that qualify through the Cleco Residential Solutions Program, as described in the Program Manual that is available on Cleco's website.
2. Project Sponsor warrants that it will install all energy efficiency measures in a good and workmanlike manner consistent with the program's Best Practice Installation Standards and inform Customer of any adverse environmental or health effects associated with such measures.
3. Customer has received a list of equipment to be installed (quantity, model #s and efficiency ratings), as set forth in the Bill of Sale.
4. Project Sponsor will maintain, or will ensure subcontractor maintains, all insurance required to be carried under the Program Master Agreement.
5. Customer has received a written and oral disclosure of the financial agreement between Project Sponsor and Customer, including an explanation of the total Customer payments, any applicable interest charges, all possible non-payment penalties and whether such agreement may be sold, transferred or assigned. Additionally, Customer has received a written disclosure of all warranties, work activities and terms and conditions.
6. If a subcontractor is used, subcontractor must sign where indicated below and, after completion of the installation of the measures, Project Sponsor shall provide Customer an "All Bills Paid" affidavit ensuring that no lien will be placed on Customer's property relating to the installation of measures pursuant to this Residential Participant Agreement (this "Agreement").
7. Each of the undersigned acknowledges that (i) the Program Manual includes a complaint procedure through which Customer may report performance issues by Project Sponsor or subcontractor and (ii) Cleco, however, is under no obligation to resolve disputes between or among the undersigned.
8. Customer acknowledges that (i) Project Sponsor may receive an incentive for the energy and peak demand savings derived from Customer's energy efficiency improvements and that such incentive shall be paid for through a customer-funded program, and (ii) but for the Program and the incentives provided thereunder, the project would not have been completed or would have been completed with less efficient measures.
9. Customer acknowledges and agrees that no review, inspection, consideration, statement or acceptance by Cleco of or regarding Project Sponsor, subcontractor, the Project, the Project Site or the energy efficiency measures shall be construed or relied upon as a representation or warranty by Cleco, whether express or implied, regarding any matter whatsoever, including, without limitation, the economic or technical feasibility, capability, compatibility, safety or reliability of the Project, Project Site or the energy efficiency measures or the qualifications of Project Sponsor or subcontractor. Customer further acknowledges and agrees that (i) Cleco has not made nor hereby makes any such representations or warranties and (ii) Customer is solely responsible for the selection of Project Sponsor and subcontractor.
10. Each of the undersigned acknowledges that Project Sponsor is an independent contractor and is not part of, nor endorsed by Cleco or the Louisiana Public Service Commission (the "Commission"), and that Project Sponsor is not authorized to make representations or incur obligations on behalf of Cleco or the Commission. Each of the undersigned further acknowledges that neither Cleco nor the Commission is a party to this Agreement and that the undersigned are solely responsible for performance hereunder.
11. Customer acknowledges they are a residential customer of Cleco.
12. Customer agrees, upon three (3) days' prior oral or written notice, to provide Cleco and the independent measurement and verification (EM&V) contractor with full and complete access to Customer's property for any purpose related to this project. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within normal business hours.
13. Customer agrees to provide, and agrees that Project Sponsor or Cleco may provide (if applicable), the EM&V contractor and Cleco with Customer's utility bills, project documentation, contractor invoices, technical and cost information related to the project and consumption data. Customer further acknowledges and agrees that Project Sponsor may measure and report the project's energy and demand savings to Cleco and the EM&V contractor.
14. No energy efficiency service provider, manufacturer, or other business involved in providing Customer's energy efficiency measures may ask or require Customer to give up its rights under consumer protection statutes, waive performance warranties or make false claims of energy savings or reductions in energy costs.
15. If Customer is not the owner of the property on which the measures will be installed, Customer represents and warrants that (i) its execution and delivery of this Agreement does not violate any agreement between Customer and such property owner and (ii) it has notified such property owner of the measures to be installed pursuant to this Agreement and has received such property owner's written authorization to install such measures. Project Sponsor acknowledges that it has received a copy of such written authorization.
16. All provisions of the Program Manual that apply to Customer, Project Sponsor or subcontractor are hereby incorporated herein and made part hereof, and each party hereto agrees to be bound by and comply with such provisions that are applicable to such party.
17. WITHOUT LIMITING PARAGRAPH 16 ABOVE, EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO BE BOUND BY THE APPLICABLE INDEMNIFICATION PROVISIONS CONTAINED IN EACH OF THE PROGRAM MANUAL AND THE PROGRAM MASTER AGREEMENT.

[] Customer affirms that the HVAC systems(s) selected for replacement through Cleco's Power Wise Program was/were functional at the time of the assessment and the Program aided in the replacement decision. Additionally, for Heat Pump installations, Customer acknowledges they were advised against using the emergency heat setting on Heat Pump thermostats.

Each of the parties hereto has caused this Agreement to be duly executed as of the Effective Date.

Project Sponsor: _____ Subcontractor: _____ (if applicable)
(Signature) (Date) (Signature) (Date)

I have executed and been given a copy of this Agreement: _____
(Customer Name Print) (Customer Signature) (Date)

ACKNOWLEDGEMENT UPON COMPLETION OF INSTALLATION OF MEASURES:

Measures described in this Agreement and the Bill of Sale have been installed to my satisfaction: _____
(Customer Signature) (Date)