

CUSTOMER INFORMATION		
Customer Name:		
Household Address:		
City:	State:	Zip:
Email:	Home Phone:	Mobile Phone:

## Program Overview

The UP Housing Baseline Study (Program), administered by CLEAResult, will generate statistical metrics on residential energy efficiency levels through the assessment of single family and multifamily households. This study is funded by the State of Michigan through the Michigan Community Action Agency Association (Sponsor). Households that have been contacted through a random selection process are invited to participate. Households that do participate will receive \$50 compensation.

This study will help refine the State's standardized energy savings levels of common energy efficiency upgrades such as new furnaces or windows and insulation upgrades.

The \$50 compensation is available for participating households and will be mailed within three (3) weeks of audit completion. Some households may be requested to participate in an on-site audit to ensure statistical accuracy of the collected data. Households that do participate in the 2<sup>nd</sup> audit will be eligible for an additional compensation of \$100 USD. Households can decide not to participate in this 2<sup>nd</sup> audit.

## Enrollment Instructions

To participate, an individual from the household is required to:

**Step 1:** Complete this Customer Participation Agreement;

**Step 2:** Submit completed Customer Participation Agreement to:

Email: [nick.eddy@clearesult.com](mailto:nick.eddy@clearesult.com)

**Step 3:** Complete the online registration and audit scheduling process through [UPbaseline.com](http://UPbaseline.com) detailed in the postcard sent to your household;

**Step 4:** Complete an up to 20 minute call with an energy efficiency engineer. Calls can be either via a landline or through a virtual audit tool on a smart phone (nothing to download).

Or:

Call **(906) 379-0564**, to speak with a program team member to schedule a call with an energy efficiency engineer.

CUSTOMER AGREED AND ACCEPTED	
<i>I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.</i>	
Signature:	Date:
Name (printed):	Title:
CLEAResult AGREED AND ACCEPTED	
Signature:	Date:
Name (printed):	Title:

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating energy efficiency levels of residences in Michigan under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body, the Michigan Public Service Commission (“**MPSC**”), and Sponsor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult to facilitate services provided under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives, or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
3. **INCENTIVE PAYMENT.** Customer acknowledges that compensation will be paid by Sponsor only if (a) Customer provides complete and truthful responses during the audit and (b) meets the Program eligibility requirements. Customer understands that Sponsor, in its sole discretion, may withhold compensation to Customer if the household does not comply with the requirements set forth by the Program.
4. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Sponsor and the MPSC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval.
5. **NO WARRANTY.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. Neither the MPSC, Sponsor, nor CLEAResult shall be responsible for costs or corrections of conditions already existing in the facilities inspected which fail to comply with applicable laws and regulations.
6. **INDEMNIFICATION; LIMIT ON LIABILITY.** To the extent allowed by law, customer agrees to indemnify the MPSC, Sponsor and CLEAResult against all loss, damage, costs, and liability arising from any services performed in connection with this Agreement. Neither the MPSC, Sponsor, CLEAResult, nor customer shall be liable to each other for any incidental, special, indirect or consequential damages related to this Agreement.
7. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 6 shall survive the term of this Agreement.