

MULTIFAMILY DIRECT INSTALL PROGRAM

Customer Participation Agreement



PROGRAM OVERVIEW

The **Ameren Illinois Multifamily Direct Install Program** is available to property owners and management companies with multifamily properties, with three units or more, and use natural gas or electricity delivered by Ameren Illinois. The Program provides a variety of energy efficient products (materials) at no charge to the property. Quantities of all materials provided are limited by Program eligibility requirements and product availability. Distribution of quantities shall be at the sole discretion of the Program Manager. Program participation will be offered on a first-come, first-served basis. All requests must be verified as an Ameren Illinois Customer by Program staff before materials can be reserved and delivered to a Program participant.

The following energy efficient products are available for installation:

- ✓ High performance showerheads
- ✓ High performance faucet aerators for kitchens and baths
- ✓ LED Light Bulbs for high-use lighting areas
- ✓ Programmable digital thermostats
- ✓ Occupancy Sensors

PROGRAM REQUIREMENTS

Program Representative Installment

- In unit materials will be installed by Program Representative, excluding programmable thermostats

Property Manager/Owner Installment

- The property owner/manager shall sign the Customer Participation Agreement stating that the property owner/manager will comply with all Program requirements.
- The Program will provide materials separately for installations inside apartment units and common areas.
- The property owner/manager is responsible for some installation of the provided common area materials and programmable thermostats.
- All materials shall be installed within 21 days of receipt, unless property owner/manager receives prior approval from the Field Manager for additional time to perform installations.
- The property owner/manager must give at least a 24-hour notice to tenants before installations occur.
- All materials shall be fully functional upon installation.
- The property owner/manager agrees not to remove installed items unless materials are known to be defective or inoperable. The property owner/manager shall immediately inform the Field Manager of any and all such removals.
- If the property owner/manager is responsible for accurate and complete recording of all installations on the Post-Installation Data Collection Form, then upon completion of each installation, the Data Collection Forms must be sent to the Program by fax, mail, or email.
- **All materials that are not installed are the property of Ameren Illinois and shall be returned to the Program.** The property owner/manager agrees to be invoiced for the cost of any non-installed materials that are not returned or made available for retrieval by a Program representative.
- Larger projects may be furnished with materials in phases. When the first delivery of materials is installed and the Program receives documentation, additional sets of materials will be delivered until all installations are complete.
- Ameren Illinois reserves the right to have a Program representative present during installations to ensure compliance with Program Installation Requirements.
- The property owner/manager agrees to provide Program representatives with access to installation areas for verification. The property owner/manager or staff shall accompany the Program representatives at all times while inside any tenant unit.
- The property owner/manager agrees to provide access to representatives of Ameren Illinois to re-inspect installed items for a three-year period. Such access will be scheduled at a time convenient to the property owner/manager, and with at least a one-week notice.

By signing below I verify that I understand and agree to comply with the above-stated Program Requirements.

Owner (or Owner's Authorized Representative)

Print Name: _____ Date: _____

Signature: _____

AMEREN ILLINOIS RESIDENTIAL ENERGY EFFICIENCY PROGRAM TERMS AND CONDITIONS

- 1. Definitions** – In addition to terms defined elsewhere herein, when any one of the following terms is used in these Terms and Conditions, wherein the first letter is written with a capital letter, then that term shall have the following definition. Words importing persons include corporation, and words importing only the singular include the plural and vice versa when the context requires. **a) “Ameren Illinois”** shall mean Ameren Illinois Company d/b/a Ameren Illinois. **b) “Program Ally”** shall mean contractors/allies who have met the minimum qualifications established by Ameren Illinois and are allowed to offer program incentives. **c) “Application”** shall mean the Customer or Program Ally completed document used to apply for cash incentives or used for any other appropriate application-specific documentation. **d) “Customer”** shall mean an Eligible Customer who has submitted an Application for incentive money using their Ameren Illinois account number. The Customer abides by these Terms and Conditions upon acceptance of Customer’s Application by Ameren Illinois. **e) “Eligible Customer”** shall mean a residential customer of Ameren Illinois, with an active Ameren Illinois-delivered electric or gas account residing in an existing home or new construction. Individually metered residential multifamily units must have prior program approval to participate. Installations performed between June 1, 2017 to December 31, 2017 are eligible for incentives or until incentive funds are exhausted. Equipment and/or materials must be installed by a participating Program Ally at the Customer’s address listed on the Application. The Application must be filled out completely and accurately, signed and accompanied by dated copies of the invoices. See the project/measure eligibility for requirements specific to individual incentives. **f) “Program”** shall mean the energy efficiency plan or measure that is the subject of the Application. **g) “Program Manager”** shall mean the Ameren Illinois designee in charge of the Application. **h) “Reservation of Funds”**, when required, shall mean written notification to Program Ally of a pre-approved incentive amount, which Ameren Illinois issues after review Program Ally’s request for funds.
- 2. General** – Customer and Program Ally shall abide by these Terms and Conditions; abide by all Local, State and Federal guidelines, applicable laws, building codes, regulations and licensing requirements; and perform work in accordance with customary installation standards, and/or according to manufacturer specifications.
- 3. Procedures & Reporting** – Program Ally shall follow Program procedures of; **a)** verifying eligibility of Customer and work to be performed; **b)** reserving funds from Program in advance of the project commencing; and, **c)** submitting a reservation form and/or Application supplied by the Program for work performed with all required documentation. Program Ally agrees to provide all documentation associated with specified projects for quality assurance. Program Ally must provide necessary supporting documentation of services rendered including invoices and site assessment reports as requested.
- 4. Independent Contractor** – Listing in the Program Ally database does not constitute any endorsement of the Program Ally by Ameren Illinois. Program Ally is an independent contractor participating in the Program and not an employee of, or under contract to, Ameren Illinois or Program staff and authorized Ameren Representatives. Program Ally is not authorized to assume or create any obligation or liabilities, express or implied, on behalf of or in the name of Ameren Illinois or Program staff and authorized Ameren Representatives. Program Ally shall properly represent this to the Customers.
- 5. Warranty of Work** – Program Ally shall provide the Customer a written warranty covering both labor and materials for a minimum of one year from the date the service is performed. All materials installed shall carry the manufacturer’s warranty, which will be provided to the Customer. Offers of, and documentation referring to, any applicable extended warranty coverage shall be supplied to the Customer.
- 6. Quality Assurance** – Program Ally will maintain effective procedures for quality assurance as for resolution of Customer complaints or disputes and for response to Customer emergencies. Program Ally agrees to make its quality assurance procedures available to the Program for review and upon request. Only trained and skilled personnel of Program Ally shall supervise any project performed under the Program. All work is subject to quality assurance and verification inspections by Program before incentive payments are paid. Ameren Illinois is the sole authority in determining that the work is complete and eligible for payment. If the applicable Program Manager determines Program Ally’s work is not up to Program standards, upon request from the Program Representative, Program Ally shall make reasonable repairs or corrections to bring such work up to Program standards at no additional cost to the Customer. Program Manager shall have sole authority in determining the necessary remedies to correct faulty work.
- 7. Pre and Post Installation Verification** – Ameren Illinois is not obligated to make any incentive payment until it has performed a satisfactory post-installation verification. This provision may be waived at the sole discretion of Ameren Illinois. Inspections conducted are solely for the purpose of determining Program compliance and are not safety or building code inspections.
- 8. Incentive Payments/Limits** – For all Applications, Ameren Illinois is not obligated to award any incentive payment unless a reservation form and/or Application is submitted and granted. Customer and Program Ally are responsible for ensuring the Application is accurate and equipment meets eligibility requirements in order to receive the Pre-approval incentive payment. Incentive payments will be issued to Program Ally. The Program Ally shall inform Customer of Program financial incentives, and shall include a discount to the Customer in the amount of the incentive, labeled on Customer’s invoice as “Ameren Illinois Energy Efficiency Program Incentive.”
- 9. Indemnification** – Program Ally and/or Customer hereby releases and shall indemnify, hold harmless, and defend Ameren Illinois, Program staff and authorized Ameren Representatives and any third party vendors from any and all claims, losses, harms, costs, liabilities, damages, and expenses (including attorney’s fees) of any nature whatsoever arising directly or indirectly out of or in connection within any dispute or legal suit arising from work related to the Program.
- 10. Changes In/Cancellation of the Program** – **a)** Ameren Illinois may change the program requirements, incentives, or these Terms & Conditions at any time without notice, including suspending acceptance of Applications, denial of Applications already received, or terminating the Program. **b)** In the event of a program change, Applications that have been granted Pre-approval will be processed to completion under the Terms & Conditions in effect at the time of Pre-approval by Ameren Illinois. **c)** Cash incentives under the Ameren Illinois Program are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.
- 11. Miscellaneous** – Ameren Illinois reserves the right to make changes to; its Program, program incentives, rules, guidelines, and these Terms and Conditions upon written notice to the Program Ally. These Terms and Conditions shall be governed by Illinois law.