



ACT 129 | Smart Comfort Program
Tenant Authorization Form

Homeowner or Tenant Name:

Address:

This agreement is made on the ____ day of _____, 20____ between Franklin Energy Services, LLC or its subcontractor or agent, herein called the *Contractor*, and the owner of the premises, hereafter called *Owner*. If the contractor does not receive this Form within 30 days of the date listed above, then any offer becomes null and void.

Whereas the *Owner* desires to benefit from Duquesne Light's ACT 129 **OR** Smart Comfort being offered by the *Contractor*, the *Owner* agrees to permit the *Contractor* to enter their premises in accordance with the following terms and conditions:

1. *Contractor* agrees to provide the *Owner* a ACT 129 **OR** Smart Comfort audit to help reduce tenant electric consumption. Measures provided may include but are not restricted to: re-lamping with LED bulbs, refrigerator change-outs, weatherization measures (insulation, air sealing), heat pumps; and in the case of electric hot water heating: water-saving faucet aerators and shower heads, water pipe insulation, and tank wrap insulation.
2. *Contractor* agrees to maintain insurance to protect the *Owner* and any third parties from injuries or damages directly resulting from the actions of the *Contractor* while in, or on, the premises.
3. The *Owner* agrees to hold the *Contractor* blameless for any damage or injury not directly caused by the *Contractor* while on the premises.
4. The *Owner* certifies that any refrigerator or freezer was in working order during the audit and releases *Duquesne Light* and its *Contractor* from any and all present and future claims, expenses and causes of action as a result of energy conservation services performed by the *Contractor*.
5. All tools, equipment, and other Property used by the *Contractor* in carrying out the ACT 129 **OR** Smart Comfort audit remains owned by the *Contractor*.
6. There will be no charge, lien or judgment placed against the *Owner* for participation in the ACT 129 **OR** Smart Comfort or for any measures installed by the *Contractor*.
7. If any equipment or goods provided by the *Contractor* are defective or non-conforming, I understand that the manufacturer or seller will provide or honor warranties. I agree that *Duquesne Light Company and Contractor* will not be responsible for any damages, including without limitation, punitive, direct, indirect, consequential or special. **DUQUESNE LIGHT COMPANY and CONTRACTOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES.**
8. In the event that any new, energy efficient appliance(s) is/are offered, then I agree to accept it/them in exchange for my old/existing appliance(s). Old appliance(s) will be removed and responsibly recycled, therefore all exchanges are final.
9. Tenant Household Protections. The *Owner* agrees that rent for a dwelling unit receiving Program measures shall not be increased because of those measures and that the tenant household shall not be evicted for at least twelve (12) months following installation, unless the tenant fails to comply with lease terms or other obligations owed to the *Owner*.

In witness hereof and intending to be legally bound hereby, the parties express their agreement by executing the same on the date and year listed above. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS PROVISIONS. TO INDICATE MY AGREEMENT WITH THESE PROVISIONS, AND TO ATTEST THAT I AM THE LEGAL OWNER OF THIS PROPERTY LISTED IN "PREMISES" ABOVE, I HAVE SIGNED BELOW.

Homeowner or Landlord Name (print)

Homeowner or Landlord Signature

Date