



**HBPW and the OWNER agree to the following:**

TERMS AND CONDITIONS: This offer is valid only for qualifying income eligible HBPW residential electric customers for a limited time for the replacement of a refrigerator in an existing home. Offer is good while funds are available and is on a first-come, first-served basis. Program begins January 1, 2019 and expires December 31, 2019. Offer is valid on the replacement of an old operating refrigerator with a new ENERGY STAR model. HBPW reserves the right to withdraw or change this offer without notice.

INDEMNIFICATION and HOLD HARMLESS: The OWNER shall indemnify and hold harmless HBPW and/or its contractor, MEO, and all of their respective officers, agents and employees from all suits, liability, loss, damage, cause of actions or claims of any character brought for, or on account of, any injuries or damages received by any persons or property resulting from the operations in performing the work under the Agreement.

RIGHT TO INSPECT: With reasonable notice, HBPW and its assignees reserve the right to enter the residence and inspect the refrigerator within one year of service. The OWNER shall be responsible for allowing access to the area of the structure that received a new appliance through this agreement.

**A. HBPW OBLIGATIONS:**

1. NO COST: HBPW shall provide such services in compliance with the following guidelines:
  - a. There shall be NO COST to the OWNER, if the OWNER is eligible under the income guidelines.
  - b. There shall be NO COST to income eligible TENANTS, if property is a rental.
  - c. There shall be NO COST to the OWNER if the TENANT is eligible under the income guidelines, and pays the HBPW electric bill.
2. WARRANTY: HBPW's suppliers warrant the materials installed hereunder, and upon written notice from the OWNER, shall replace or repair, at their expense, any defective equipment installed at any time for up to (1) year from the date of installation. Warranty documentation will be provided to the OWNER upon delivery of the refrigerator.
3. RESPONDING TO OWNER: HBPW shall respond to any questions or inquiries from the OWNER within five (5) working days.
4. RECYCLING: All refrigerators removed or replaced under this Agreement shall become the property of HBPW for recycling and proper disposal at PADNOS Recycling.

**B. OWNER OBLIGATIONS:**

1. The OWNER shall authorize HBPW and its contractor, MEO, to perform work as outlined in this Agreement
2. MAINTAIN: The OWNER shall safeguard and maintain the installed refrigerator as necessary and acknowledges that failure to do so MAY VOID THE WARRANTY.
3. FEEDBACK: If the OWNER observes a problem with the operation of the appliance after installation, the OWNER shall contact HBPW's contractor, MEO, within 7 calendar days of observing the problem.
4. COOPERATION:

- a. The OWNER/TENANT shall cooperate with the HBPW and its contractor, MEO, to facilitate the performance of the work including scheduling and the removal/relocation of barriers as necessary.
- b. The OWNER/TENANT shall restrain pets and ensure that children are not present in the work area for the period that installation takes place.
- c. The OWNER shall not pass on the costs of any contribution listed above through an increase in rent or other means.

**OWNER: I (please print)** \_\_\_\_\_ **certify that I am the owner/authorized agent for the identified property located at.**

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*Street Address*

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*City, State, Zip Code*

The undersigned OWNER, acknowledges that they have read and agree to the Terms and Conditions of this Agreement, and acknowledges receiving a copy.

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(OWNER/AUTHORIZED AGENT)

(Date)

**Submit agreement and required paperwork to:**

**Mail:** Holland Board of Public Works Energy Smart Residential Program

Attn: Morgan Kelley

625 Hastings Ave, Holland, MI 49423

**Email:** [energysmarthome@hollandbpw.com](mailto:energysmarthome@hollandbpw.com)

**Phone:** 616.355.1534