

TVA New Homes Program Builder Participation Criteria

Below are the summarized expectations and standards of conduct that apply to all Builders and their employees participating in the TVA New Homes Program ("Program"). Failure to abide by all applicable terms may result in suspension from participation in the Program and loss of all related privileges.

Professionalism

Builder shall not engage in any unacceptable behavior against TVA, TVA's third-party Administrator, Distributor personnel, homeowner, or any person cooperating in any investigation, dispute resolution attempt, or other activity involving a Program-related dispute. Such unacceptable behavior includes, but is not limited to, the following:

- Intimidation
- Harassment
- Retaliation
- Kickbacks
- Bribery
- Attempted bribery

Builders shall perform work in a manner exemplifying the highest degree of professionalism and refrain from any action negatively impacting the Program or any action that would result in a negative perception of the Program, TVA, TVA's third-party Administrator, or Distributor.

Fair Dealing

- Builder shall not cause or allow any misrepresentation, including but not limited to providing materially false information to TVA, TVA's third-party Administrator, or Distributor, including misrepresentation of employment by TVA or Distributor.
- Builder shall not engage in dishonest acts or fraudulent activity or behavior, including but not limited to: gaining an unfair benefit using deception, false suggestions, suppression of truth, or other unfair means, which are relied upon; an intentional act that is unethical, improper, or illegal, such as embezzlement, misappropriation, destruction, removal, theft, or concealment of property; or unauthorized alteration or falsification of documents.

Compliance with Laws and TVA Rules

Builder shall manage its business, employees, and subcontractors in a way that is compliant with all federal, state, and local laws and regulations. This includes but is not limited to maintaining proper business and professional licenses and securing permits when required by local codes. Builder shall comply with all TVA rules, regulations, guidelines, policies, participation criteria, and instructions generally applicable to Builders.

Removal Process

TVA may remove any participating Builder from the Program when TVA determines, in its sole discretion or in cooperation with Distributor, that a Builder has failed to comply with any terms of the Program. All Builder privileges in connection with the Program will be lost upon removal, and Builder will be unable to participate in the Program for a period of at least one (1) year from the date of removal from the Program.

When TVA or its representative determines that adequate grounds exist for removal, the Builder involved will be notified of the removal with a certified letter. The letter will provide grounds for the removal, the date of removal, and instructions for responding to TVA. The Builder has fifteen

(15) calendar days from the postmarked date of the certified letter to respond to TVA. Builders are required to follow the instructions for responding to TVA contained within the letter.

Reinstatement Process

If a Builder is removed from participation in the Program, then the Builder may apply for reinstatement in the program after the one (1) year suspension period has elapsed, provided that the following conditions have been met:

- The Builder must submit a new Participation Agreement.
- The Builder must provide evidence satisfactory to TVA that any problems that led to removal have been remedied.
- If TVA, Distributor, or TVA's third-party Administrator were required to pay any money to correct any of the Builder's unsatisfactory or unfinished work, then the Builder must reimburse the applicable party the full cost of completing or correcting that work.

**EnergyRight® Solutions for the Home
New Homes Program Participation Agreement**

Builder agrees to participate in a New Homes Program (Program) offered by _____ (Distributor) and its wholesale supplier of power, Tennessee Valley Authority (TVA). (As used in this Participation Agreement, "Builder" shall have the same meaning as in the New Homes Program Guidelines).

Builder agrees to participate in the Program under the following conditions:

1. Builder understands that this Participation Agreement is effective on the date Builder signs this Participation Agreement and will remain in effect until the date upon which the process is completed, until the Program ends, or until this Participation Agreement is terminated by the Distributor or TVA as provided below.
2. Builder certifies that each new home submitted through this Program complies with applicable Program requirements, and Builder grants TVA reasonable access and permission to perform quality assurance audits at each new home. TVA defines a new home as a new, single family, residential home in Distributor's service territory that has received permanent electric service from Distributor for less than one year. These audits and any Program validations are solely for the purpose of validating installations. These audits and validations will not create or imply any duty or obligations to Builder or any subsequent owner if Builder chooses to rely on these audits and validations. TVA makes no representations or warranties to Builder concerning the validations or audits performed at the home. TVA will have no obligation or liability to Builder for or as a result of the validations or audits. Builder agrees that if it elects to rely on any of the results of the validations or audits, it does so at its sole risk.
3. Builder understands that it has an opportunity to receive an incentive after work is completed in accordance with Program requirements. By accepting an incentive, Builder agrees and certifies that the work has been completed in accordance with Program requirements.
4. Builder confirms that this Program's incentive influenced its selection of equipment installed in each new home submitted as part of this Program. Had it not been for the incentive offered through this Program, Builder would have installed equipment not meeting the requirements of this Program, or Builder would have built each home differently, using some form of gas over electricity.
5. Builder understands that it will not receive an incentive for any work for which Builder has previously received an incentive through any other TVA or EnergyRight Program.
6. Builder understands that its work may be selected by TVA or Distributor for validation(s) to assure quality in the Program and, if contacted for a validation, Builder will grant access to TVA or Distributor and comply with the request. Information gathered in the validation may be used in research studies by TVA to determine the energy impacts and effectiveness of this Program. All information collected will be held confidentially, to the extent permitted by law, and will be used for Program evaluation purposes only.
7. Builder understands that each new home may only be submitted once and Builder is only eligible to receive one incentive per home. However, any subsequent homes that Builder builds may also be submitted for an incentive. Each new home must have a permanent address prior to submission to TVA for an incentive. Any subsequent homes submitted beyond the first submission are also only eligible to receive one incentive per home.
8. Builder understands that, subject to the incentive discussed in number 3 above, all work will be Builder's responsibility and done at Builder's cost. All work must have any government permits required by law, be certified by a licensed electrician if the installation involves electrical work, and comply with and pass any inspections related to applicable codes, standards, and regulations.
9. THERE IS NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FROM THE DISTRIBUTOR OR TVA AS TO THE WORK PERFORMED, ANY OF THE UPGRADES INSTALLED, OR THEIR ADEQUACY OR EFFECTIVENESS. BUILDER AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS DISTRIBUTOR, TVA, THE UNITED STATES OF AMERICA, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, OR LOSSES FOR PERSONAL INJURIES, PROPERTY DAMAGE, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, OR LOSS OF LIFE OR PROPERTY, SUSTAINED BY BUILDER, BUILDER'S AGENTS, BUILDER'S FAMILY, OR THIRD PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NEW HOME VALIDATION OR INSPECTION, OR THE INSTALLATION, TESTING, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, DEFECT, OR FAILURE OF THE HOME'S ELECTRIFICATION EQUIPMENT. THE OBLIGATIONS OF THIS SECTION 9 SHALL SURVIVE TERMINATION OF THIS PARTICIPATION AGREEMENT.
10. Builder understands that the Distributor or TVA may publish or disclose to others information obtained from the Program but that they will not voluntarily release, other than to those employees or agents of the Distributor, TVA, or other parties necessarily involved in conducting the Program, information that could personally identify Builder, or members of Builder's family, except as required by law.
11. By signing this Participation Agreement, Builder agrees that it must review and understand the incentives available along with all Program requirements. Builder agrees to all terms of the TVA New Homes Program Builder Participation Criteria and certifies that it is authorized to execute this document on behalf of Builder or the company represented below.

Signature: _____ Date: _____

Print: _____ Estimated Number of Homes to Be Submitted: _____

Title: _____ Estimated Completion Date of Submitted Homes: _____

Company Name: _____

Address: _____

City, State, Zip: _____

FOR INTERNAL USE ONLY: Please remit an executed copy of this document to:
energyrighthomes@tva.gov

Builder Payment Registration Form

Company Contact Information

Company legal name

Physical address

City

State or Province

Zip code

Company account representative

Account representative email

Account representative phone number

Company Payment Information

Same as above

Company legal name

Remittance address

City

State or Province

Zip code

Tax and 1099

Name as shown on Income Tax Return

Taxpayer Identification Number

Legal structure

Please indicate whether your company is certified as a Diverse Business Enterprise (DBE)

Yes
 No

IF "YES" to DBE, PLEASE CONTINUE:

Certifying agency

• If your company is certified as a Diverse Business Enterprise, please list the certifying agency and ATTACH A COPY of your certification. CLEAResult accepts certifications from the National Minority Supplier Development Council (NMSDC) Women's National Business Enterprise Council (WNBEC), National Gay & Lesbian Chamber of Commerce (NGLCC), National Veteran Owned Business Association (NaVOBA) or any other certification agency recognized by CLEAResult.

Current diversity classification

Woman-owned Business Enterprise (WMBE)
 Minority-owned Business Enterprise (MBE)
 Veteran-owned Business Enterprise (VET)
 Disabled Veteran-owned Enterprise (DVET)
 Lesbian, Bi-Sexual, Gay, Transgender (LGBT)

Principal owner name

Additional classification

Small Business Enterprise (SBE)
 Small-Disadvantaged Business Enterprise (SDB)
 Aboriginal Owned
 HUBZone

Percentage of ownership N/A

0-25%
 36-50%
 51-75%
 76-100%

Principal owner gender



Please email this form to :- TVANewHomes@clearesult.com



EFT Authorization Form

Please complete section below to authorize TVA's Program Administrator to make electronic payments to you. Please attach a voided check OR a blank deposit form to this Authorization Agreement.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

CLEAResult Consulting, Inc.
COMPANY NAME

72-1572984
COMPANY I.D. NUMBER

I authorize the above named Company and the financial institution listed below to electronically deposit funds to the specified account below.

Checking

Savings Account

BANK NAME

BANK MAILING ADDRESS

BRANCH LOCATION

CITY/STATE/ZIP

BANK TRANSIT/ABA NUMBER

ACCOUNT NUMBER

ACCOUNT OWNER'S NAME (PLEASE PRINT)

DATE

If monies to which I am not entitled are deposited to my account I authorize my financial institution to return said funds. This authority will remain in effect until I have filed a new authorization, or until revoked by me in writing.

AUTHORIZED SIGNATURE

EMAIL ADDRESS

TAX ID NUMBER

MAILING ADDRESS

CITY

STATE

ZIP

Please email this form to: TVANewHomes@clearesult.com

NEW HOMES WORK COMPLETION FORM

*Required Information

*Local Power Company:

*New Homes Option (Choose One):

<input type="checkbox"/> All Electric Home (No Gas)	<input type="checkbox"/> Electric Heat Pump & Electric Water Heater	<input type="checkbox"/> Electric Heat Pump
<input type="checkbox"/> Dual Fuel Heat Pump & Electric Water Heater	<input type="checkbox"/> Dual Fuel Heat Pump	<input type="checkbox"/> Mini-Split (Whole Home)

*Builder:

Customer First Name (required if homeowner is builder):	*Street Address:
Customer Last Name (required if homeowner is builder):	*City:
Subdivision:	*State:
*Home Completion Date:	*Zip Code:
Account Number:	Meter Number:

BUILDING INFORMATION

*Structure Type:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family
*Total Square Footage:	Number of Floors:	*Total # of Dwellings:

*Builder certifies home was built to applicable code standards and/or regulations.

WATER HEATER UNIT – INSTALLED SYSTEM (IF APPLICABLE)

*# of Electric Water Heaters Installed:	Is this a heat pump water heater?	*Manufacturer:
*Model #:	*Serial #:	*Total Storage Capacity (gal):

HEAT PUMPS

*Quantity:	*Installation Date:	*Type:	*Technology:
		<input type="checkbox"/> Packaged <input type="checkbox"/> Split	<input type="checkbox"/> Air Source <input type="checkbox"/> Geothermal <input type="checkbox"/> Dual Fuel <input type="checkbox"/> Mini-Split

*Manufacturer:	*Model #:	*Serial #:		
*SEER:	EER:	HSPF:	AFUE:	COP:
*Cooling Capacity (tons):		Heating Capacity (Btu/h):		

Comments:

Send WCF to TVANewHomes@clearResult.com

*The builder confirms that natural gas or propane was available in this area.