

Thermostat Authorization and Release Form

Owner Name: _____

Street: _____ City: _____, PA Zip: _____ ("Premises")

This agreement and release is made on the ____ day of _____, 20____ between _____ hereinafter called "Contractor," and the owner of the Premises, hereinafter called "Owner."

Whereas the Owner desires to benefit from the installation of a programmable thermostat ("thermostat") being supplied by Columbia Gas of Pennsylvania, Inc., ("Columbia Gas") and installed by the Contractor, Owner agrees to permit the Contractor to enter onto and into the Premises in accordance with the following terms and conditions:

1. Contractor agrees to provide certain improvements to the property pursuant to the Columbia WarmWise Audits & Rebates Program for natural gas usage reductions, specifically the installation of a thermostat.
2. Owner understands that the Contractor is an independent contractor and is a separate and independent entity from Columbia Gas. To the fullest extent permitted by law, Owner agrees to hold harmless and release Columbia Gas and its employees, officers and affiliates from any liability for any injuries or damages resulting from the activities of the Contractor.
3. The Owner agrees to hold the Contractor harmless for any damage or injury not directly caused by the Contractor while on the Premises. Any such damage or injury must be reported to Contractor within ten (10) calendar days of the thermostat installation and Contractor must have reasonable opportunities to inspect and/or investigate such damage or injury and Owner shall cooperate in any such investigation.
4. All tools, equipment, and other property necessary to carry out the installation of the thermostat as part of the WarmWise Audits & Rebates Program, taken upon or placed in and/or on the Premises by the Contractor and its designated representatives shall remain the property of the Contractor, excepting those items affixed to the Premises, which become the property of the Owner upon completion of the work.
5. The Owner authorizes the Contractor to use, free of charge, all utilities on the Premises as are necessary and appropriate for the work to be undertaken.
6. There will be no charge for the installation of the thermostat made by Contractor at the Premises. No lien or judgment will be placed against the Owner's property for participation in the Columbia WarmWise Audits & Rebates Program or for any improvements made by the Contractor to the Owner's property.
7. If any equipment or goods provided by the Contractor are defective, Owner understands that the manufacturer or seller will provide or honor warranties and that neither Contractor nor Columbia Gas is a manufacturer or seller of such equipment or goods. To the fullest extent allowed by law, neither Contractor nor Columbia Gas is providing any express or implied warranties of any kind with respect to such equipment or goods. To the fullest extent allowed by law, Owner acknowledges and agrees that Contractor and Columbia Gas will not be responsible for any damages, including without limitation, direct, indirect, consequential, punitive or special arising out of or related to the functioning or malfunctioning of the thermostat. For a period of one year following the installation of a thermostat, Contractor will replace a malfunctioning thermostat at no charge to Owner.
8. In the event that any provision of this agreement and release shall be held to be void, invalid or unenforceable by a court or governmental agency of competent jurisdiction, such provision shall be deemed reformed, in whole or in part, so as to make it compliant with applicable law, and the remainder of this agreement and release shall remain in full force and effect. The parties acknowledge that Columbia Gas is a third party beneficiary of this agreement and release. This agreement and release is binding on the parties' successors and assigns. Owner represents and warrants that he/she has the authority to execute this agreement and release on behalf of any co-owners of the Premises, and acknowledges that the installation of the thermostat will be made in reliance upon such representation and warranty.

THE UNDERSIGNED OWNER ACKNOWLEDGES THAT HE/SHE IS THE OWNER OF THE PREMISES AND HAS READ THIS INSTRUMENT AND UNDERSTANDS ALL OF ITS PROVISIONS.

In witness hereof and intending to be legally bound hereby, the parties express their agreement to and acceptance of the terms of this agreement and release by signing below, effective as of the date and year first referenced above.

Signature of Owner

Date

Signature of Witness

Date

Signature of Contractor Representative

Date

[White: Columbia Gas - Yellow: Contractor - Pink: Participant]