

**Smart-E Loan Acknowledgement / Disclosure Agreement**  
**Utility, Energy Supplier, Contractor, Inspection, Loan Account Holder, and Program Information Release**

**WHY WE NEED A RELEASE** (this “**Release**”) – For Inclusive Prosperity Capital, Inc. (“**IPC**”) to offer the Smart-E Loan Program, we need access to utility account and actual energy usage data for your home, energy costs, underwriting and loan repayment records, as well as data on energy saving measures installed in your home (collectively “**Data**”). This **Data** will allow us to aggregate and understand estimated and actual savings for home energy improvements provided by participating contractors, ensure that installed measures are delivering the expected energy savings, and understand the performance of these loans. This **Data** will also be used by IPC to evaluate the effectiveness of Smart-E Loans. We take the security and privacy of your information very seriously. IPC will protect the confidentiality of your **Data** in compliance with all applicable laws. **Data** may be anonymized and released in the aggregate for research purposes, but we will never release personal data, and we will never sell or rent aggregated data.

**ENERGY USAGE, CONSERVATION, UNDERWRITING and REPAYMENT INFORMATION RELEASE** – As the holder of the below accounts, I hereby authorize and give permission to the utilities, energy suppliers, and loan providers named below to release the **Data** to IPC or its agents for confidential use in connection with calculating estimated and actual energy savings, tracking my loan repayment record, and for evaluating the effectiveness of this financial product. This permission is given for 1) my historic and future energy usage and monthly and total amount of energy used at my utility service address; 2) the total monthly price charged for fuels used by my household; 3) my loan repayment record; and 4) program-related information. In addition to the use of the **Data** for the evaluation of the Smart-E Loan product, the **Data** may also be anonymized and released in the aggregate.

**PROGRAM DATA RELEASE** – As a recipient of financing supported by IPC, I hereby authorize IPC to access my **Data** and release it to program partners for confidential use in connection with calculating estimated and actual energy savings, evaluation of the effectiveness of this product, and understanding performance of this type of financing in the aggregate; and, in addition, I authorize IPC to use my anonymized data or anonymized and aggregated energy usage data.

**RELEASE PERIOD** – This authorization covers **Data** for the period starting 18 months before the date below and ending at the time of repayment of the loan. Relevant **Data** will be subject to the Privacy Notice, available at [www.inclusiveprosperitycapital.org/ngen-legal](http://www.inclusiveprosperitycapital.org/ngen-legal), as amended by the terms of this Release.

**CONTRACTOR** – I understand that installation of my energy savings measures was undertaken through my agreement with the contractor I chose, and that IPC is not a party to that agreement. I must resolve any issue or dispute with my contractor directly. And while in the event of a dispute between me and my contractor IPC may provide some assistance to the parties on a voluntary basis, I further understand that IPC is not obligated to provide any such assistance and is not responsible for the contractor’s performance under your agreement with the contractor.

**INSPECTION** – As part of my participation in Smart-E, I understand that I may be asked to allow for an inspection of my installed home energy saving measures as part of the Smart-E program’s quality controls. If asked to participate in the inspection process, I agree to cooperate with that inspection process. I understand that these inspections are for the benefit of the Smart-E program and not me personally.

I certify that I have read and understand the program requirements and that I must use proceeds I obtain through a Smart-E loan to install energy-related measures based on, or non-materially modified from, the individual contractor(s)’ proposal(s), which are submitted with this Release for eligibility approval. I understand that my contractor must submit this Release, along with a proposal for energy upgrades to the IPC for technical approval. A list of participating lenders, including a summary of applicable fees and charges, can be obtained at <https://www.inclusiveprosperitycapital.org/smart-e-loan-nm/>. However, I understand that receipt of a loan is contingent upon the eligibility of the measures proposed for financing, and I must obtain a signed, itemized proposal from an approved contractor.

The actual amount of the Smart-E Loan will be determined by the actual costs of all approved measures. The loan amount may be net of any additional state rebates from my utility company, and/or other sources.

I understand that completing this Release does not guarantee approval for a loan or membership in a participating lending institution. Loans must be provided directly by a participating lender. I understand that I should not complete any measures listed in my application or otherwise rely on the funds of the loan until I receive a formal commitment for a Smart-E Loan from a participating lender.



**HOMEOWNER:**

I hereby release and hold harmless Inclusive Prosperity Capital, Inc., the below-named utilities and energy suppliers and loan account holders, and their affiliates, employees, officers, and agents from any and all liability associated with the dissemination and use of such account and program information and this authorization.

I have read, understood, and agree to the Terms and Conditions above.

*An electronic signature may be accepted with the same authority as a hard copy.*

*Loan Applicant Signature(s):*

*Date:*

*Printed Name:*

*Mailing Address:*

*Lender name:*

*Utility Service Address (if different):*

*Utility/Energy Supplier Name:*

**Questions?** Please email [smarte@inclusiveteam.org](mailto:smarte@inclusiveteam.org) or call 860-578-2207