



ENERGY

LIMITED GUARANTEE



Brought to you by...



DPIS BUILDER SERVICES
SINGLE SOURCE SOLUTION



Your new home should come with peace of mind and we're here to help!

Your **ENERGY Limited Guarantee** Covers Energy Usage Related To:

Heating | Cooling | Water Heating
Appliances | Lighting

Your home experience and comfort are extremely important to us. That's why you're backed by this **ENERGY Limited Guarantee!**



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19450 State HWY 249, Ste 300, Houston, TX 77070 | www.dpis.com | www.EiCompanies.com | limitedguarantee@dpis.com

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What You Need To Do

Your actions can greatly affect energy use in your home. You are not covered under this ENERGY Limited Guarantee unless you exercise prudent energy management for your home.

As a condition to maintaining this ENERGY Limited Guarantee, you agree to:

1. Consider prudent the usage of windows, doors, and window coverings when operating HVAC system of your home.
2. Follow manufacturer's instructions regarding operation and service of the HVAC system of your home.
3. Set the thermostat of your home at no higher than 70° F during the heating season and no lower than 75° F during the cooling season.
4. In the event that you make modifications or changes to your home's HVAC system or building envelope, contact DPIS Builder Services.
5. Submit any claims and notices in writing to your builder and to DPIS at limitedguarantee@dpis.com.
6. Permit DPIS Builder Services and your builder to access your home, upon reasonable notice, to inspect, meter and/or to make changes.

Annual Account Analysis

Your utility bills include all the energy you use for your home, including activities other than heating and cooling (such as lighting, appliances, pools and spas).

Upon your submission of a claim for a period, DPIS will calculate whether you are entitled to receive a reimbursement amount under this Energy Limited Guarantee by reviewing your energy bills and usage and then comparing this energy use to the guaranteed usage. Your utility bills include all the energy you use for your home, including activities other than heating, cooling, water heating, lighting, and appliances (such as pools, spas, service charges, etc.).

ENERGY Limited Guarantee Details

ENERGY USAGE LIMITED GUARANTEE (the "Limited Guarantee"): DPIS Builder Services, LLC ("DPIS") hereby guarantees that the energy you employ to heat, cool, and operate your home (the "Your Energy Usage", as defined and calculated in the Annual Usage Analysis below) will not exceed the "Guaranteed Usage" listed on your "Guarantee Certificate", subject to the terms and conditions set forth herein. The Guaranteed Usage is calculated using an algorithm to predict electrical (kilowatt hours) and gas (therms) energy required to heat, cool and operate your home in a typical weather year (based on 30-year climate averages) and with typical occupancy and usage. If Your Energy Usage exceeds the Guaranteed Usage for a Period (as defined in the Duration of Limited Guarantee below), DPIS will reimburse you 100% of the difference between the Guaranteed Usage and Your Energy Usage, subject to the terms and conditions herein (the "Reimbursement Amount"). The Reimbursement Amount will be calculated as follows:

- Electrical: (Your Energy Usage in kWh for the Period minus Guaranteed Usage) times \$0.10 per kWh, plus
- Natural Gas: (Your Energy Usage in therms for the Period minus Guaranteed Usage) times \$1.00 per therm.

All taxes, surcharges, penalties, late charge, connection, transmission, delivery, and other miscellaneous, non-energy usage fees charged by your utility provider are excluded from the Reimbursement Amount calculation during each Period of this Limited Guarantee. DPIS may (but is not required to) inspect and measure energy consumption and evaluate energy usage in your home as it may, in its sole discretion, deem appropriate to, among other things, identify the sources of energy use in your home. DPIS will reasonably coordinate with your builder to have any changes or modifications, as deemed appropriate in DPIS's sole discretion, made to your home to lower the energy requirements for heating, cooling, and usage of your home. DPIS shall not be responsible for performance of and/or payment for any changes or modifications to your home by your builder or any third party under the Limited Guarantee.

DURATION OF LIMITED GUARANTEE: The term of this Limited Guarantee will expire upon the earlier to occur of (a) two years from the close of escrow date purchasing your home from your builder or (b) the subsequent close of escrow date if you sell your home prior to owning it two years. Each year of this Limited Guarantee is defined as a "Period". This Limited Guarantee is for the benefit of you only, the original purchaser of your home from your builder, and is not transferable.

YOUR RESPONSIBILITIES: You are automatically enrolled in the Limited Guarantee program upon purchase of your new home if your builder chooses to participate. You are required, however, to meet the responsibilities listed below.

Your actions can greatly affect energy use in your home. You are not covered under this Limited Guarantee unless you exercise prudent energy management for your home. As a condition precedent to maintaining this Limited Guarantee, you agree to:

1. Use windows and doors prudently when operating the heating, ventilating, and cooling (HVAC) systems of your home. Use installed screens and shades for windows and doors prudently.
2. Follow manufacturer's instructions regarding operation and service of your home's HVAC system, including annual inspections and filter replacement. Refer to your HVAC system owner's manual for more information.
3. Set the thermostat of your home at no higher than 70 degrees Fahrenheit during the heating season and no lower than 75 degrees Fahrenheit during the cooling season.
4. Use interior lighting, installed appliances, domestic hot water and plugged-in devices prudently.
5. Maintain home occupancy at or below the number of bedrooms plus one.
6. Notify DPIS of any changes or modifications to your home, its HVAC system, its usage and/or its occupancy after the settlement date. DPIS, in its sole discretion, may re-evaluate and make appropriate adjustments to the Guaranteed Usage in your Limited Guarantee. You will be charged a \$200.00 fee for any such re-evaluations or adjustments. DPIS may, in its discretion, refuse to pay a reimbursement amount under this Limited Guarantee for any material changes or modifications to your home, its HVAC system, its usage and/or its occupancy.
7. Submit any claims and notices in writing to your builder and DPIS Builder Services LLC, 19450 State HWY 249, Ste. 300, Houston, TX 77070. Any claim must be submitted within 30 days of the end of the period. For example, a claim for the first Period of the Limited Guarantee must be submitted within 30 days after the first anniversary of the settlement date. You must include copies of your actual detailed monthly utility statements for your home for the applicable Period and provide proof (a copy of the invoice) of the HVAC system maintenance and/or service work with your claim.
8. Permit DPIS and your builder to access your home, upon reasonable notice, to inspect, monitor and make changes necessary to ensure that your energy use for heating and cooling meet the values set forth in the Limited Guarantee. DPIS shall not be responsible for performance of or any payments related to any changes or modifications of any kind to your home made by you, your builder or any third party.

EXCLUSIONS: The following items are excluded from and shall automatically terminate or modify this Limited Guarantee, at DPIS's discretion:

1. Installation and operation of any pool, spa, fountain, water feature or other device with an exterior pump or motor.
2. Charging of any electric or hybrid vehicle, golf cart or other mobility device.
3. Installation and operation of any outdoor or landscape lighting not included in the calculation of the Guarantee Certificate for your home.
4. Installation and operation of any supplemental space heater, air conditioner, humidifier, dehumidifier, fireplace or any other HVAC component that was not original equipment on your home.
5. Operation of your home in a manner inconsistent with the goal of energy efficiency, such as leaving doors/windows open during operation of the HVAC system, excessive use of hot water for showers or baths, using lighting other than LED, excessive plugged-in devices, etc.

ANNUAL USAGE ANALYSIS: Your utility bills include all the energy you use for your home, including heating, cooling, lighting, appliances, outlets, etc. Upon your submission of a claim for a Period, DPIS will determine whether you are entitled to receive a Reimbursement Amount under this Limited Guarantee by evaluating Your Energy Usage, and then comparing this energy use to the Guaranteed Usage (on your Guarantee Certificate). In case of a claim, DPIS reserves the right to access smart meter data. If appropriate, DPIS may, in its sole discretion, adjust the Your Energy Usage to exclude energy use not related to normal heating, cooling and usage of your home, such as seasonal use of pools and spas, and to account for any change in energy use for heating and cooling your home related to any change or modification to your home, its HVAC System, its usage or its occupancy.

LIMITATION OF LIABILITY: This Limited Guarantee does not cover claims due to defects in the material or workmanship of the HVAC system, water heater, stove, oven, clothes washer or dryer, or any other electrical or mechanical equipment or appliance; the malfunction or improper installation or maintenance of the HVAC system, water heater, stove, oven, clothes washer or dryer, or any other electrical or mechanical equipment or appliance; noncompliance by your builder or its subcontractors with applicable building codes or standards; or abuse, neglect, accident, or acts of God, including but not limited to flood, fire, or natural disaster. DPIS makes no express or implied guarantees, representations, or promises of any kind relating to your HVAC system, water heater, stove, oven, clothes washer or dryer, or any other electrical or mechanical equipment or appliance heating, cooling or other energy costs for your home; your builder's or its subcontractors' compliance with the terms of the program; the construction of your home; and/or mold, radon or any other environmental contaminants or pollutants, whether biological or chemical in source or characteristics. DPIS shall not be liable to you or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever arising out of or related to the services provided under this agreement, even if advised of the possibility of such damages. In no event shall DPIS's liability under this Limited Guarantee exceed the Reimbursement Amount as defined in and calculated under the terms herein. EXCEPT AS SET FORTH HEREIN, DPIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO CONSTRUCTION OF YOUR HOME OR ANY EQUIPMENT INSTALLED THEREIN.

CHOICE OF LAW: This Limited Guarantee is governed by, and shall be construed in accordance with, the laws of Texas, without regard to its choice of law considerations.

MEDIATION: Any dispute arising under this Limited Guarantee shall be resolved by mediation in accordance with the Commercial Mediation Rules ("Rules") of the American Arbitration Association, which Rules shall govern such mediation. In advance of the mediation, the parties shall agree whether the mediation shall be binding or non-binding. Such mediation shall be conducted at a mutually agreeable location located within your county of legal residence. The parties shall agree upon a mediator, or if the parties cannot agree within 30 days of the filing of a mediation demand, mediator shall be appointed by the American Arbitration Association in accordance with the rules. Each party will share equally the fees of the mediator and costs of the mediation. The attorney fees incurred by any party in connection with the mediation will be borne solely by the party incurring those attorney fees. If the parties agree upon a binding mediation, then a judgment enforcing any mediation award may be entered in accordance with Texas law by any federal or state court with jurisdiction over DPIS and you.

ENTIRE AGREEMENT: This Limited Guarantee constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements, understandings, promises and/or representations made with or to you by DPIS or any other person or entity concerning the subject matter of this Limited Guarantee. This Limited Guarantee cannot be amended or modified without a written agreement signed by an authorized representative of DPIS that specifically references this Limited Guarantee.

For more information call Toll Free 1-855-500-DPIS (3747).



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