



AFFORDABLE ENERGY CORPORATION

ASAP: The All Seasons Assurance Plan

SERVICE AGREEMENT

The Affordable Energy Corporation administers a utility assistance program called the All Seasons Assurance Plan (ASAP). ASAP will pay a portion of the head of household's utility bill to LG&E each month. The ASAP plan will assist eligible participants who agree to make regular monthly payments based on a "Modified Fixed Credit" plan which encourages energy conservation and allows participants to have an affordable monthly utility payment. Clients are required to recertify for the program each year through the LIHEAP Subsidy program administered by Community Action Agencies. Either party can terminate this agreement with a 30 day written notice.

I. Eligibility Requirements. I certify that I meet the following requirements:

1. I am an LG&E customer and I am a full-time resident at the address listed on the application.
2. I am a homeowner or the lawful renter. I am the primary LG&E account holder or it is in my spouse's name and I am listed as secondary on the account.
3. My Monthly income meets the 130% of the federal poverty guidelines or less.
4. I have a minimum of \$100 monthly income.
5. My utility arrearage (amount past due) is less than \$1000.
6. **I do not receive Section 8 or any housing that is subsidized with a utility allowance.**
7. I must apply for the LIHEAP Subsidy program every year and be eligible in order to be considered for continued assistance from ASAP.
8. I do not have a commercial account with LG&E.
9. I commit that I do not use any high usage appliances, such as but not limited to: a heated hot tub, a heated swimming pool or tanning bed.
10. I do not operate a business in my home that requires high energy usage items.

II. Financial Agreement: LG&E Monthly Utility Bill,

1. I understand that I must pay the portion of my bill in full and on time each month to be eligible for ASAP payments.
2. I understand that ASAP will pay a predetermined amount directly to LG&E toward my monthly utility bill and that I am responsible for paying the remainder of the amount on my utility bill each month.
3. I understand the benefit sheet I received states the amount ASAP has agreed to pay on my utility bill.
4. I understand the ASAP payments are a grant and do not need to be repaid. I hereby designate ASAP to be given Third Party Notice of activity on my account.
5. I understand that if any other person is now receiving Third Party Notice, he/she will no longer receive such notice from LG&E.
6. I understand that any credit balance on my LG&E bill as a result of the ASAP payments are the property of ASAP.

III. Head of Household Payment Procedures:

I understand that as a participant I agree to the following:

1. I am responsible for paying my portion of the monthly utility bill by the due date.
2. If I do not pay my portion of the monthly utility bill ASAP will receive a Third Party Notice from LG&E stating I have not paid. ASAP will make no further payments until I have paid the total amount I owe for the month.
3. I understand if my utility bill is not paid by the due date, I am subject to LG&E's disconnect policy. If I am disconnected for non-payment, I will be responsible for paying all fees assessed from LG&E for reconnection.
4. If I have not paid my monthly bill, I will receive a letter, and possibly a phone call, informing me that I have not paid my utility bill. I am responsible for paying my portion of the monthly utility bill in full within 15-20 days of the date of the letter. Case management services will be offered to suggest community resources that may be able to assist me with paying my portion of the bill.
5. If I do not pay my monthly bill within those 15-20 days, I will receive a Warning Notice stating that the monthly amount must be paid in full within 15-20 days after the date of the Warning Notice or I will be terminated from the program.
6. After I have paid my utility bill in full, if it is before the termination date, ASAP will pay the designated portion of the bill and will resume regular monthly payments.
7. If I still have not paid my monthly utility bill within 15-20 days of the Warning Notice, I will receive a Termination Notice informing me that I have been terminated from the program.
8. If I am terminated from the program, or if I leave voluntarily, I will be solely responsible for the

- entire amount of all monthly bills then owed to LG&E or billed by LG&E after termination.
9. I understand that upon termination from the program, the entire amount I owe to LG&E is solely my responsibility.
 10. I hereby authorize ASAP to release all information regarding my LG&E service, LIHEAP certification, and any and all other ASAP information to any other assistance agency which ASAP deems necessary, with the purpose of helping me pay my monthly bill to LG&E or any related purpose.
 11. If I am terminated from ASAP for any reason, I may only appeal my termination once and can only reapply for ASAP one year after my termination.
 12. If I am terminated because of failing to pay a past due balance and am reinstated, my account must remain current for the rest of the year. I understand that I am not entitled to further warnings for past due balances, therefore if I fail to make a future payment by the due date, I will be terminated without notice.

IV. Weatherization and Energy Conservation Education.

I understand that as a participant I agree to the following:

1. If services are offered, I agree to receive weatherization and/or energy conservation education. If I do not cooperate, I could be removed from the ASAP program.
2. I hereby authorize the All Seasons Assurance Plan (ASAP) to release all information regarding my LG&E service, LIHEAP certification, and any and all other ASAP information, to the provider of weatherization services to the extent the provider or providers determine is necessary in order to weatherize my home.

V. Status Change in which I must notify Affordable Energy Corporation (ASAP):

I understand that as a participant I agree to the following:

1. If I move to a new address or change my LG&E account number, I must notify Affordable Energy Corporation **within ten (10) days** of ending the services on my current address. A change in my status may eliminate me from the program.
2. If I move to a new address or change my LG&E account number, the account **MUST** be in my name.
3. If I am no longer an LG&E customer, I must notify AEC **within ten (10) days** of the services ending.
4. In the event that the household separates, the assistance stays with the applicant. However, a new account must be established in the applicant's name in order to stay in the program.
5. In the event that the applicant passes away, the assistance may transfer to the next head of Household. This person must notify us **within 45 days** to establish a timeframe before the next recertification period, for which they must transfer the account into their name and provide the most recent LIHEAP application as verification of income and residency with the applicant.
6. If my LG&E account name changes, I must notify AEC **within ten (10) days**.
7. If I move to a temporary residence or become homeless, I must notify AEC **within ten (10) days**. I understand that ASAP will not make any payments during temporary residency. I understand I will have 60 days to secure permanent housing and LG&E service in order to continue to receive ASAP payments.
7. If I declare bankruptcy, from which an outstanding balance with LG&E is included, I understand I may no longer qualify with ASAP. I must notify AEC **within ten (10) days** and I understand I must establish a new LG&E account to remain as an ASAP client. I understand within my first year of participation in ASAP, ASAP will no longer make the portion of the payment designated to help pay off any arrearage.

I understand that I may terminate my agreement with the All Seasons Assurance Plan (ASAP) at any time by providing written notice to the program. I also understand that the Termination Policy and the Client Complaint Procedures are a part of this agreement just as if they had been stated in full in this document. I acknowledge that I have understood and agreed to the above conditions and that I have received a copy of the Termination Policy and Client Complaint Procedures for the All Seasons Assurance Plan.

Affordable Energy Corporation Date

Print Name

Signature Date