

Home Energy Checkup Terms and Conditions

PROGRAM TERMS AND CONDITIONS: These terms and conditions are valid only for service completed on or after Jan. 1, 2026.

LIABILITY WAIVER: By signing this document, participant voluntarily agrees not to hold PNM, ICF, its Trade Allies, or any of their affiliates, directors, officers, employees, agents, or contractors liable for any illness or injury. Participant further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

HOME ENERGY CHECKUP REPORT: The Home Energy Checkup Report provides the participating Tenant with a compiled review of energy-saving measures installed throughout the property, as well as recommendations related to energy efficiency programs available. PNM is not responsible for lost documentation.

ELIGIBILITY: Participants must have an active PNM account number at the defined address where the Checkup is to be performed, as well as own or rent (certifying requiring consent) in a single-family home or multifamily home with four or fewer units. Customers may participate in the program only once every 10 years at the defined service address.

APPROVAL AND VERIFICATION: PNM and ICF reserve the right to verify the delivery of services and to have reasonable access to the participant's residence to verify the performance of energy efficiency direct install measures and/or energy efficiency work. Prior to any payment of rebates, PNM reserves the right to verify sales transactions. The participant's Energy Ambassador or Authorized Contractor will verify that the installed energy-saving measures meet all applicable building codes; zoning laws; local, state, and federal requirements; and other relevant requirements. The participant's Authorized Contractor is responsible for any applicable permits as required by law. Outdoor temperatures and other weather conditions may affect this verification process. The participant acknowledges and agrees to participate if their home is selected for a quality-control post-installation verification by PNM or its program implementer ICF. No warranty is expressed or implied by this verification.

PAYMENT: For post-Checkup rebates, each measure may receive only one full rebate payment from ICF within the life of the measure. Some measures may be eligible for additional rebate from PNM directly, with the participant responsible for submitting any documentation in accordance with the applicable PNM program guidelines directly to PNM.

TAX LIABILITY: The participant is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any incentive. PNM will not be responsible for any tax liability that may be imposed on the participating customer as a result of the delivery of the energy efficiency measures. Please contact your tax professional for more information.

REMOVAL OF EQUIPMENT: Participant agrees, as a condition of participation in the program, to allow removal and disposal of the equipment being replaced by energy efficiency measures in accordance with all laws, rules, and regulations. Participant agrees not to reinstall any newly installed equipment anywhere in New Mexico or transfer it to any other party for installation in New Mexico.

ENDORSEMENT: PNM does not endorse any particular manufacturer, product, system design, claim, Authorized Contractor, or service in promoting this program.

INFORMATION RELEASE: The participant agrees that PNM may include participant's name, address, PNM account number, PNM services, and resulting energy savings in reports or other documentation submitted to the program implementer on PNM's behalf and/or the New Mexico Public Regulation Commission as allowed by law. PNM will treat all other information gathered in evaluations as confidential, and the information in the reports shall be in the aggregate, where practicable.

AUTHORIZATION AND RELEASE INFORMATION: Participant understands and authorizes that their name, photograph, or other recordation(s) of their image, likeness, or voice, and/or their testimonial made on behalf of ICF or PNM may be used in connection with their business, including without limitation with respect to publicizing and promoting the Home Energy Checkup Program. Participant hereby irrevocably authorizes ICF to copy, exhibit, publish, or distribute the

testimonial for purposes of publicizing the Home Energy Checkup Program for any other lawful purpose. These statements may be used in printed publications, reports, multimedia presentations, on websites, or in any other distribution media.

WARRANTIES: PNM and ICF do not warrant the proper completion of work or performance of installed or serviced equipment, expressly or implicitly. PNM and ICF do not endorse, guarantee, or warrant any particular manufacturer or product, and PNM and ICF provide no warranties, expressed or implied, for any products or services. PNM and ICF make no warranties of any kind, whether statutory, expressed, or implied, including without limitations, warranties of merchantability, or fitness for a particular purpose regarding energy efficiency measures. PNM and ICF make no guarantee of energy-saving results by receiving measure installation. Participant acknowledges that neither PNM nor ICF nor any of its affiliates are responsible for ensuring the design, engineering, or installation of the measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Participants should contact their Authorized Contractors for details regarding equipment performance and warranties.

PROPERTY RIGHTS: The participant represents that they have the right to complete and/or install the energy-saving equipment on the property on which the equipment is completed and/or installed and that any necessary property owner/manager's or tenant's consent, as the case may be, has been obtained.

TENANT'S CERTIFICATION: Tenant certifies that they have received consent from the property owner/manager for receipt of the Home Energy Checkup and associated direct installation of energy efficient measures.

PARTICIPATION CERTIFICATION: Property owner/manager certifies that they have contracted for the received service(s) listed on the application at the defined location. Property owner/manager agrees that all information is true and that they have conformed to all program and equipment requirements listed.

RIGHT TO REFUSE: The PNM Energy Ambassador or Authorized Contractor has the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing an unsafe situation. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior, or failure to comply with New Mexico Department of Health and/or any applicable health and safety recommendations. The Energy Ambassador or Authorized Contractor reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful.

TERMINATION OF SERVICE: Either party may terminate this agreement upon 30 days' advance written notice. The Energy Ambassador or Authorized Contractor shall be reimbursed for all services properly performed and approved up to the date of termination.

PARTICIPANT COMMUNICATION: Participant agrees that PNM or PNM program implementer, ICF, may contact participant via mail, phone, text message, or email in connection with the program, including quality assurance communication.

AUTHORIZATION, PROGRAM CHANGES, SUSPENSION, OR CANCELLATION: PNM may change the program requirements, rebates, or terms and conditions, including suspending acceptance of applications or terminating the program, at any time without notice.

MISCELLANEOUS: These terms and conditions constitute the agreement between the parties and supersede all other communications and representations. By signing this document, the participating customer agrees to be bound by these terms and conditions.

PRIVACY POLICY: You may view PNM's privacy policy at pnm.com/terms-of-use.

Visit pnmhomecheckup.com for more information.