

Terms and Conditions

2019 Residential Energy Services Programs

EMERALD PUD FORM VERSION RES_T&C 2019.1

SCOPE. These Terms and Conditions apply to residential energy efficiency offered by Emerald People's Utility District (Emerald) Energy Services. Emerald delivers these programs to help customers manage their energy usage and acquire cost-effective power resources through energy efficiency. Programs support the purchase and/or installation of new equipment (Project(s)) according to specifications that promote best practices ensuring reliable benefits for Emerald and its customers.

ELIGIBILITY. To ensure full incentive eligibility, Participant should use an Installer (Contractor) from the specific program for which the Contractor is listed. Contractors shall be properly licensed, bonded and insured, and shall have successfully completed training for Project. The installation site shall meet minimum eligibility requirements. Project shall meet Emerald's program specifications available at www.epud.org. Specifications are subject to change.

NOTIFICATION. As Emerald determines the Application and supporting documents meet program requirements, it will advise the Participant that the Application is approved by providing Incentive Authorization. It is strongly recommended to avoid committing to a Project prior to receiving Incentive Authorization from Emerald.

INCENTIVE RESERVATION. Funding for incentives is limited, available on a first-come, first-served basis, subject to availability, and may be discontinued at any time. Emerald will reserve the estimated incentive amount set forth in this Application for a fixed period following the date Emerald issues an Incentive Authorization. If Project is not installed, inspected, and approved by Emerald within this reservation period, the reserved incentive will be withdrawn and a new Application is required.

INCENTIVE PAYMENT. Participant agrees that final incentive may vary from amounts listed in the Application depending on Emerald's verification of installed Project. Incentive may be paid to the Contractor if the Participant authorizes Emerald to do so on this Application. In the case of Participant receiving a cash rebate in addition to special financing from Emerald's program, the total amount financed shall be reduced by the amount received in a cash rebate. Emerald will pay incentive amounts within thirty (30) days after the Project is approved by Emerald and all required documentation has been received by Emerald. Particular incentives available from Emerald are only payable directly to a Contractor registered in Emerald's programs.

If Contractor accepts assignment of Incentive as partial payment of its invoice, Contractor agrees to waive its right to foreclose any lien or encumbrance against Participant's property for the amount of the Incentive(s) due or alleged to be due by Emerald.

PROOF OF PURCHASE. Required documentation may include an itemized invoice showing purchased products and/or work performed including the purchase date and the itemized price paid; the size, type, make, model, or part number for the products; a description of labor charges; a statement that invoice is paid in full.

PRODUCT SELECTION, OPERATION, AND MAINTENANCE. Product selection, purchase, and installation shall be the sole responsibility of the Participant. Any required maintenance, repair, or replacement shall be the sole responsibility of, and at the expense of, the Participant.

ENDORSEMENT. Emerald does not endorse any particular manufacturer, Contractor or product in promoting its programs. The fact that the names of particular manufacturers, Contractors, or products appears on materials does not constitute endorsement. Manufacturers, Contractors, or products not mentioned are not implied as unsuitable or defective.

ACCESS AND EVALUATION. Participant shall (a) provide the Contractor with property access so that Project can be completed in a timely manner; (b) allow Emerald's representatives property access for review of Project before, during, or after installation to verify installation meets manufacturer and

program specifications; and (c) be present or have an authorized representative present during Emerald's inspection.

ENERGY INFORMATION RELEASE. Customer authorizes Emerald to access energy usage data related to installation site and its Project. Customer agrees to allow Emerald to include Customer's service location and energy performance resulting from the Project in reports submitted to Emerald's Board of Directors and third parties.

INSPECTION, VERIFICATION, AND COMPLIANCE. Emerald may inspect the site before and/or after Project installation to verify compliance with Emerald's program eligibility standards. The limited scope and purpose of Emerald's inspections are not intended to discover or report any defects, code violations, or hazards of any kind. For that reason, the Participant agrees that appropriate inspection by governmental agencies is required and relevant jurisdictional permits will be provided to Emerald. Participant represents and warrants that Participant, its agents and employees, and any Contractor it may retain to install or maintain the Project are, or will become, familiar with and will at all times comply with all applicable equipment manufacturers' instructions, federal, state and local laws, codes, rules, and regulations pertaining to the installation, maintenance, operation and use of the equipment in the Project. Participant is responsible for confirming contractor's proof of insurance and license(s) meet all federal, state, and local rules.

TAX LIABILITY. Neither Emerald nor the Contractor is responsible for tax liabilities which may be imposed on the Participant as a result of any incentive payments for completion of the Project.

DISCLAIMER AND NO LIABILITY. Participant understands that, while Emerald may provide Participant with an Incentive, Emerald is not supervising work performed for the Participant nor is Emerald responsible in any way for proper completion of that work or proper performance of any completed Project. Participant assumes the risk for loss(es) or damage(s) that Participant may suffer in connection with the Project. Emerald does not guarantee any particular results by its approval of the Application or by any other of its actions. In consideration of Emerald paying an Incentive for the completion of the project, the Participant agrees to hold harmless, indemnify and defend Emerald, its officers, employees and agents, from any and all claims, losses, actions, suits, liabilities, damages, judgments, and expenses (including costs and attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in any way connected with any act, omission, fault or negligence of Participant or third party selected by Participant for project.

PRIVACY STATEMENT. Identifying program opportunities requires information collection about the buildings to which Emerald provides electric service. Participation and agreement to these Terms and Conditions means you are agreeing to share your Project information with a variety of third parties, including, but not limited to, regional energy efficiency program stakeholders such as the Bonneville Power Administration. All non-energy information gathered will be treated as confidential and will be reported only in the aggregate. Routine uses of this information include aggregation into a public database on energy efficiency; delivery to authorized personnel for inspection of equipment; aggregation into a database for program publicity; and in some instances information regarding buildings will be made available to subsequent authorized building occupants. Your home and project information may also be available to organizations involved with home sales, such as real estate sales websites, title companies and multiple listing agencies. Your personal information is not included in the information that may be provided to third parties. **This information will not be made available to third parties for direct marketing or for private use.** Your disclosure of the requested information is voluntary; however failure to provide requested information may mean that it will not be possible for you to participate in this program.