

CHELAN COUNTY PUD ENERGY EFFICIENCY INCENTIVES AGREEMENT



This agreement is between the Recipient identified on this form and Public Utility District No. 1 of Chelan County (PUD).

The PUD is offering incentive programs to acquire cost-effective electric resources from its agricultural, commercial and industrial customers. This agreement is valid only if the recipient is an existing PUD customer and is legally authorized to construct, remodel or otherwise make improvements to the facility described on this form.

In consideration of the mutual covenants contained herein, the PUD and the recipient agree as follows:

Payment by PUD. PUD agrees to pay Recipient for the acquisition of this electric resource, as identified in the approved incentive application.

Final Installation and Invoice Acceptance. Within 365 days of the purchase of the approved energy efficiency measure, the Recipient shall provide the PUD with all invoices and other requested verification of the costs to install the efficiency measures. Payment terms for the actual units installed are net 30 days from the date all required payment documentation is received by the PUD. If payment is not received when due, interest shall accrue on the unpaid balance at the rate of twelve (12%) per annum. All payments are contingent on a verification inspection by a PUD representative to assure conformance with the provisions of this agreement and the proper installation of the energy efficiency measures.

No Third Party Beneficiaries and No Further Obligations by PUD. The PUD's sole responsibility is to purchase electric power resources from Recipient that result from the installation of these efficiency measures. The PUD is not a party to any contracts for the purchase or installation of any equipment or measure, or for the actual installation of any measure.

Reimbursement of Incentive Payments. In the event the Recipient removes or disables the energy efficiency measures, or operates the equipment other than described in this agreement within three years after being installed, Recipient shall refund to the PUD an amount equal to the ratio of the remaining time in the three year period when the savings ceased, multiplied by the incentive amount paid to the Recipient. The amount to be refunded shall be calculated by the PUD and invoiced to Recipient. Payment is due within 30 days of the invoice date. If payment is not received when due, interest shall accrue on the unpaid balance at the rate of twelve (12%) per annum.

No Warranty. Recipient acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings from installing the energy efficiency measures. The PUD does not warrant to Recipient any level of energy or cost savings. Customer should independently verify all energy and cost savings calculations, assumptions, and estimates before committing to any equipment purchases under this program.

No Ownership. I understand that the issuance of this rebate by the PUD is based solely on the value of the projected energy savings and in no way implies any ownership by the District of the products or equipment, or makes any implied warranty of the products or their installation.

Data Collection. Recipient agrees to allow the PUD to measure the actual energy savings that occur as a result of installing these efficiency measures. The actual savings findings will not be used in determining the payment or reimbursement levels. Recipient agrees to allow the PUD access to its facilities for data collection for a period of three years following installation of the efficiency measures.

Hold Harmless. Recipient agrees to hold harmless, indemnify and defend the PUD from and against any and all liability for damages or costs connected in any way with the purchase and installation of efficiency measures and any work associated therewith.

Compliance with Laws. Recipient is solely responsible for compliance with all federal, state, and local requirements related to environmental, health, safety and zoning requirements and other laws or regulations applicable to this project.

Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington. Venue for any action arising from or related to this Agreement shall be in the Superior Court of Chelan County, Washington.

Attorney Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

Entire Agreement. This instrument contains the entire agreement of the parties.

Program incentives and terms of this agreement are subject to change without notice.

By signing, I confirm that I have read the Energy Efficiency Incentives Agreement and agree to its terms.

Customer Signature

Date

Customer Name (Printed)