

CHELAN COUNTY PUD

ENERGY EFFICIENCY REBATE AGREEMENT



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

By signing below, I request an incentive for the work listed on this form. I certify that this form and any accompanying documentation are complete and accurate, and that all measures associated with this project were completed as of the signature date below. I also understand that Chelan County PUD will make the final determination of any incentive that I may receive.

DISCLAIMERS

CHELAN COUNTY PUD HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS OR LABOR REQUIRED FOR THE INSTALLATION OF ENERGY EFFICIENCY MEASURES ON THE PREMISES, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR.

ADDITIONAL CONDITIONS

1. The incentives listed are applicable to new and existing single and multi-family residences (up to 10 units) including manufactured and modular homes located in Chelan County and are current Chelan County PUD electric customers. Each individually owned residence within a multi-family service address (condominium) is treated as a single family. A multi-family rental apartment complex is treated as a single service address. Incentives apply only to conditioned (heated/cooled) space used as a residence. Electric heating and cooling systems must be permanently installed.
2. Homeowners are responsible for complying with all applicable codes and regulations.
3. Chelan County PUD reserves the right to inspect energy efficiency measures prior to payment and will coordinate inspection as applicable.
4. Customers doing the work themselves (without using a licensed contractor) will be subject to mandatory inspection by a PUD energy advisor at no charge prior to payment of incentives.
5. Incentives are paid directly to the homeowner by check.
6. Incentives application must be submitted within one year of completion of energy efficiency measure.
7. Chelan County PUD reserves the right to inspect energy efficiency measures prior to payment and will coordinate inspection as applicable.
8. Allow 6-8 weeks for processing and payment of incentive.

Any funding provided by Chelan County PUD under the agreement is at the request of the participant. Because of the variability and uniqueness of individual energy use, it is not possible to predict exact energy savings (if any) that may accrue to any particular participant. Chelan County PUD, by providing funding, does not warrant that the equipment will achieve any reduction in energy costs to the participant.

Release: As part of the consideration for this agreement, participant hereby releases and shall indemnify, hold harmless and defend Chelan County PUD from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever arising directly or indirectly out of or in connection with the installation of energy efficiency measures at the premises or any material and labor required for such installation or arising directly or indirectly out of or in any way connected with the payment of the rebate or participant's participation in Chelan County PUD's energy efficiency rebate program.

Entire agreement/applicability/assignment: The terms and conditions of Chelan County PUD's energy efficiency programs, as amended from time to time, are incorporated into this Agreement as if fully set forth.

Attorney's fees: If any action is brought to enforce this Agreement, the prevailing party in such shall be entitled, in addition to any other relief, to award of reasonable attorney's fees and costs incurred in such action.

Verifications: Chelan County PUD shall have the right to verify equipment and materials installed on the Participant Premises. These Residential Energy Efficiency Programs are ongoing as part of Chelan County PUD's continued commitment to energy efficiency.

Reservation: Participant acknowledges and agrees that Chelan County PUD retains the sole and exclusive right, in its sole discretion, to reject, deny, adjust or amend any application and any incentive payments made pursuant to this Agreement and Chelan County PUD programs and policies. All incentive amounts, if any, shall be made or not made within Chelan County PUD's sole discretion. Participation in this program does not guarantee any incentive payment.

The program and terms and conditions of this agreement are subject to change without notice.

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

Customer Signature

Date

Customer Name (Printed)