



## Customer Participation Agreement Residential Energy Efficiency Program

THIS IS AN AGREEMENT by and between the City of Richland and the Owner(s) of the residential housing unit located at:

Customer Name:			
Street Address:	City: Richland	State: WA	Zip Code:

### TERMS:

**Abbreviation of Terms:** For purposes of simplifying this Agreement, the following abbreviated terms and definitions are used:

**“Conservation Measures”** means the conservation measures and equipment which are approved under the Incentive Plan of the *City*.

**“Incentive”** means a financial incentive. A Cash amount paid by the *City* toward the job cost and is generally paid on behalf of the owner to the Installer.

**“Contractor”** means a business registered as a contractor with the State of Washington which has an existing Residential Energy Efficiency Program Energy Efficiency Installer Agreement, which includes requirements for liability insurance and performance bond, with the *City*.

### PROVISIONS:

- 1. Owner’s representations.** The owner represents that: (a) residence described above is an existing residential housing unit location within the *City’s* service area; (b) owner of the residence is named at the conclusion of this Agreement; and (c) Owner has the right and authority to make improvements to the residence and to subject the residence to a mortgage lien or security interest.
- 2. Contract between Owner and Contractor.** The contract for the installation of Measures is with the Contractor, and the Owner is solely obligated to pay the Contractor. The *City* is not liable or responsible if the amount of the proceeds which the owner obtains from an incentive is not sufficient to satisfy the Owner’s obligation to the Contractor. The *City* has no contractual obligation, nor duty of any kind, to pay the Contractor. The Contractor is not to be considered as a third-party beneficiary of any commitment by the *City* to make an incentive to an Owner, for such commitment is for the benefit of the Owner, not for the benefit of the Contractor.
- 3. Use of Incentive.** The Owner agrees the described residence has electric space heat or heat pump. That the incentive obtained from the *City* shall be used only for conservation purposes in the described residence and shall not be used for any purpose which results in a conversion from one energy source to another. The owner understands the *City* will not provide an incentive for any building which does not have the required electric space heat or heat pump.

4. **Incentive Payment.**
- a. **Customer Authorization to Pay Incentive:** The Owner hereby authorizes the *City* to disburse incentive proceeds to the Contractor.
  - b. **Incentive Payment to Customer:** Contractor will request the incentive payment from the *City* by submitting to the *City* a copy of the customer's invoice, owner's Conservation Participation Agreement, warranty for labor and materials and all other required program documents.
5. **Access to Residential Unit.** The Owner will: (a) provide the Contractor with access to the residential unit(s); (b) allow *City* representative access to the residential unit for inspection of the conservation measures installed. The *City*, at its discretion, may inspect the work performed by the Contractor and if it does so will advise both the Owner and the Contractor if, in the *City's* opinion, the Contractor's performance meets the specifications and requirements of the Programs. Any inspection made by the *City* will be solely to determine whether the installation measures has been made in a manner which qualifies for the incentive proceeds; and, the *City's* approval or certification does not in any manner constitute a representation or warranty regarding the habitability of the residential unit, construction methods used, adequacy of materials utilized, safety, or any matter other than compliance with the requirement of the Programs. *City* inspections are not intended to establish or imply any duty on the part of the *City* to discover or report any defects related to code violations or hazards of any nature in the Residential Unit(s) in which the Measures are installed.
6. **Enforcement of Contract by Contractor.** The Contractor has the right to enforce its contract with the Owner, because the Owner is the only party obligated to pay and otherwise perform that contract. In doing so, the Contractor may foreclose its statutory lien upon the residential unit and, in addition, sue the Owner for damages, specific performance, or any other remedy authorized by law.
7. **Governing Law – Venue – Service of Process.** The validity, construction, performance and application of this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation shall be in Benton County, Washington. For purposes of: (a) establishing jurisdiction over the person in any proceeding; or (b) giving any notice, each person signing this Agreement as an Owner or Partner or spouse of an Owner or Partner appoints any of the other persons signing this Agreement as an agent upon who service of process can be made or to who notice may be given.
8. **Use of Billing Information.** Customer agrees to allow Energy Services to provide monthly electrical billing information to Bonneville Power Administration (BPA) or its contractors for evaluation purposes for a period of no more than five years following project completion and for the 12 months prior to measure installation.
9. **Entire Agreement.** The terms, covenants and conditions of this Agreement by the Owner constitute the entire agreement contract between the parties, and no understanding or obligations which are not expressly set forth therein shall be binding upon them. No modification amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties.

Signed below by the Owner(s) on this date for acceptance of the Proposed Bid on the attached Proposal Form:

_____	_____	\$ _____
Owner's Signature	Date	Total Proposal Cost