

NOTE: The governing language of these Terms & Conditions is English, and all performance under these Terms & Conditions, including all required notices, must be in English. The Spanish translation of these Terms & Conditions is provided for convenience and accommodation only, and does not bind the parties. If there is any conflict between the English version of these Terms & Conditions and any other, the terms and interpretation of the English version control.

Efficiency Works Assessments and Advising Services Terms and Conditions

Participant acknowledges that the Efficiency Works program (“Program”) is a partnership between Platte River Power Authority (“Platte River”) and its owner communities of the Town of Estes Park, the City of Fort Collins, the City of Longmont and the City of Loveland (“Owner Communities”). Platte River manages the Program. By participating in the Program, you acknowledge and agree that your customer data may be shared among the Owner Communities and third-party Program implementors for a variety of purposes. Customer data may include, but is not limited to, name, address, contact information, account number, utility usage data as well as details regarding your participation in the Program or other programs and services offered by Platte River or the Owner Communities. These details may include, but are not limited to, audit results, rebate amounts, and products purchased related to participation. Purposes for which your customer data may be shared or used include, but are not limited to, determining your eligibility for the Program, Program administration, marketing, quality control, providing you with products or services you request, offering you products or services that may be of interest to you, or analyzing your utility usage. Platte River and the Owner Communities may not have control over your customer data and cannot guarantee that it will remain confidential. You acknowledge that you are the owner of the property receiving Program services, or are otherwise eligible to receive Program services, and that you are authorized to consent to the disclosure of the data as specified in this form (“Participant”).

1. To be eligible for electric incentives the project site must be an [RESIDENTIAL/COMMERCIAL] electric customer of Estes Park Power and Communications, Fort Collins Utilities, Longmont Power & Communications, or Loveland Water and Power.
2. To be eligible for water incentives, the project site must be a water customer of Fort Collins Utilities, City of Longmont, or Loveland Water and Power.
3. The Participant hereby certifies that the information provided in the assessment and advising services application is accurate and that the property is eligible for the program offering.
4. Consultants have been hired by Platte River (“Consultant”) to provide Energy Advisory Services (“Services”), funded through Platte River.
5. Services may include: energy and water assessment; education with respect to Program offerings; review of third-party energy assessment report with customer; assistance in obtaining estimates for eligible improvement services; assistance in contacting an eligible contractor to schedule work; review available rebates and incentives and answer questions; assistance in understanding available financing options; assistance in signing up for complementary programs offered by Platte River or its Owner Communities.
6. If the Participant chooses to implement any energy improvements and/or retrofit services (“Upgrades”), Consultants may assist in connecting you with a contractor who will perform such Upgrades. You acknowledge that Consultants, Platte River or Owner Communities do not control or direct the work of contractors participating in the Services and are not responsible for the work performed by contractors working to perform Upgrades. Participant will contract directly with and pay any contractors per the terms of that contract.
7. Participant assumes all risks associated with hiring and working with a contractor on Participant’s property.
8. For the avoidance of doubt, Consultant and Platte River do not provide any guarantee or warranty with respect to the Services or Upgrades, including, without limitation, any guarantee or warranty that the

premises will meet the performance estimates of the Consultants participating in the Services or that any Upgrades will result in impacts to energy usage.

9. In consideration of receiving the incentives stated herein, Participant shall indemnify, protect, defend, and hold harmless, Platte River, its board members, directors, officers, employees, partners, principals, contractors, agents, and representatives, from and against any and all claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including but not limited to, reasonable attorneys' fees and the costs of defense arising, directly or indirectly, in whole or in part, out of Participant participation in the Program, the performance of the measures, or the provision of assistance and incentives by Platte River related to the Program.
10. Any statutory remedies which are inconsistent with these terms and conditions are waived.
11. Participant acknowledges that construction permits and/or building inspections may be required for work recommended by Consultant's energy advisors, depending on the jurisdiction in which the property is located. You further acknowledge that it is your sole responsibility, and not that of the Consultant or Platte River to seek out and determine whether such permits or inspections are required.
12. Participant agrees that under no circumstances will Platte River, Owner Communities or Consultant be responsible for any indirect, consequential, indirect, remote or speculative damages arising from the Program.
13. Participant acknowledges that neither Consultants, Platte River, or Owner Communities are responsible for the calculation, collection, or distribution of any tax credits, tax deductions, or third-party rebates that you may be eligible to receive for energy efficiency or renewable energy measures, and that neither Consultants, Platte River or Owner Communities can or have given any advice regarding Federal or state tax consequences.
14. Participant agrees to participate in the Program and understands that the Program may include an on-site assessment and direct install of efficiency products, or remote energy advising and no-contact delivery of efficiency products in addition to assistance participating in the rebate programs. Some products delivered or installed are free and may include, but is not limited to LEDs, high efficiency shower heads, and high efficiency faucet aerators for kitchen and bathroom sinks. Participant agrees that any free products provided through the Program will be installed at the property indicated on the assessment and advising services application.
15. Participant agrees to receive future correspondence via information listed in this application regarding Program offerings.
16. Participant acknowledges that they have obtained appropriate property owner (or designee) permission to participate in Program offerings for the property.
17. Participant acknowledges that any information regarding any health or safety concerns will be shared with all parties involved with the property (e.g., tenants, owner, property manager, current occupant)

Additional acknowledgements applicable only to participants of the Business and Multifamily program:

18. For the avoidance of doubt, Participant agrees that Platte River does not provide any guarantee or warranty with respect to the products or services, including, without limitation, any guarantee or warranty that the products or services will result in impacts to energy usage or cost implications. Platte River makes no warranties for materials provided by or work performed by Participant's contractors, vendors, consultants, or Participant's own employees. Platte River is not responsible for errors in or misrepresentations of the incentive amount by contractors, consultants, or vendors.

Additional acknowledgements applicable only to participants of the Multifamily program:

19. Participant agrees to work with the Consultant, to notify current occupants of Program participation through various means, including, but not limited to, posters in common areas and letters distributed to each unit or residence. Participant will support these efforts by either posting notice in accordance with legal/state/county requirements or by providing the Consultant with access to distribute in common areas and to each unit or residence.

20. Participant agrees to provide personnel to escort the Consultant's technicians throughout the property and to provide access to all units or residences when the occupant is not present, or the residence is unoccupied.
21. Participant also agrees that in consideration of its participation in the Program and receipt of free products, Platte River, Owner Communities, and the Consultant will not be responsible in contract, tort or otherwise for any losses or damages of any kind incurred, arising out, of or related to this program.

Additional acknowledgements applicable only to participants who own or manage a residential rental property:

22. Participant agrees to work with the Consultant, to notify the current occupant(s) of Program participation through various means, including, but not limited to, posters in common areas and letters distributed to each unit or residence.
23. Participant acknowledges that Participant has obtained all necessary consent required from all current occupant(s) to receive Program services for the property.
24. Participant agrees to coordinate entry of the property with the current occupant(s), and to provide personnel to escort the Consultant's technicians throughout the property and to provide access to all units or residences when the occupant is not present, or the residence is unoccupied.
25. Participant agrees to inform the current occupant(s) of the following:
 - a. Eligibility to receive limited Program services which may include instant rebates at the Efficiency Works Store (<https://efficiencyworksstore.com>) and the Retail Product Rebate Application program (<https://efficiencyworks.org/homes/rebates/>) which include smart thermostats, air purifiers, efficient water and irrigation products.
 - b. With written approval from the Participant, the current occupant(s) may be authorized to take part in all work permitted within the Program.

Additional acknowledgements applicable only to participants participating in the Residential Income Qualified CARE program:

26. Participant understands that this is a no-cost-to-customer program, and the Participant will not be charged for completed measures permitted within the program. This may not apply to other contractual obligations Participant has with other third-party services outside of the Program.
27. If the Participant chooses to implement any Upgrades, Consultants will connect you with a contractor who will perform such Upgrades. Consultants will contract directly with and pay any contractors on Participant's behalf for measures permitted within the Program and will monitor the work performed by the contractors hired. Participant acknowledges that Platte River or Owner Communities do not control or direct the work of contractors participating in the Services and are not responsible for the work performed by contractors working to perform Upgrades.
28. Participant acknowledges that construction permits or building inspections may be required for work recommended by contractors or Consultants, depending on the jurisdiction in which the property is located. Participant understands that any required construction permits or building inspections prior to permitted work within the Program will be the responsibility of the Consultant. Provided, however, that Participant agrees to cooperate with Consultant in obtaining any required permits or inspections.

The undersigned Participant has read and understands the above and has authority to sign this agreement.