

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 Service Provider Development Grant 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 (the “Owner Communities”). Platte River manages the Program. By participating in the Program, you acknowledge and agree that your Participant data may be shared among the Owner Communities and third-party Program implementors for a variety of purposes. Participant data may include, but is not limited to, name, address, contact information, 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 equipment purchased related to participation. Purposes for which participant 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, or offering you products or services that may be of interest to you. Platte River and the Owner Communities may not have control over your Participant data and cannot guarantee that it will remain confidential. You acknowledge that you are an eligible representative of the listed provider (Participant) 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 the Service Provider Development Grant incentives (Incentive), which is part of the Program, the Participant must be a listed (or approved) service provider within Efficiency Works programs.
2. A listed service provider is defined as a trade contractor that has completed the Efficiency Works online application, attended required training for the Program area where the trade contractor would be listed and completed the required number of projects per applicable Program requirements.
3. I have read, understand, and agree to all terms and conditions of the Incentive application and have executed a service provider agreement.
4. All Incentive applications for custom trainings and equipment are subject to pre-approval.
5. The undersigned (Participant) hereby certifies that the training or event under which the Incentive is being applied has been completed and that this application and the attached documentation accurately reflect the training/event registration and costs or costs of equipment purchased.
6. Incentive values are based on an evaluation of either equipment costs, estimated training costs, or necessary values to encourage participation in trainings.
7. The Participant understands that Platte River or its Owner Communities cannot pay more than 100% of the event/training/equipment cost for the approved Incentive and additional limitations may be in place as outlined in the application.
8. Participant shall reimburse Platte River a pro-rated portion of the incentive amount should Platte River find, in its sole discretion, that the Incentive application information has been altered in such a way that it inaccurately represented training/events/equipment purchased. This reimbursement obligation shall remain in effect for two years following the date of the request for payment. If the Participant feels that the pre-approved value of the Incentive needs to be changed in order to more accurately reflect costs, such changes should be made and included in an updated application before submitting the request for payment.
9. For the avoidance of doubt, Participant agrees that Platte River does not provide any guarantee or warranty with respect to the equipment or training, including, without limitation, any guarantee or warranty that the equipment or training will result in improved project results, increased program participation or increased revenue. Platte River makes no warranties for materials provided by or instruction given by Participant’s selected trainers, vendors, consultants, or Participant’s own employees. Platte River is not responsible for errors in or misrepresentations of the incentive amount by trainers, consultants, or vendors.
10. 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, or the provision of equipment or training and incentives by Platte River related to the Program.
11. Incentive funds will be reserved for no more than 45 days beyond the estimated completion date listed in this application. Participant shall notify Platte River immediately if completion of the training or purchasing of the equipment is expected to be

delayed beyond this time. Platte River will seek to provide funds for projects that are delayed, provided such funds are available, but is under no obligation to do so.

12. Incentive funds are available on a first-come-first-served basis. Participant acknowledges that Program procedures, requirements and incentive levels are subject to change or cancellation without notice.
13. Participant agrees to receive future correspondence from Efficiency Works regarding Program offerings.
14. Platte River and/or its representatives may include a description of incentive fund use, including the nature and extent of Participant's participation and other related details in its case studies, brochures, press release, its Web site advertisements and other marketing materials presented to the public.
15. Incentive payments provided by utilities (including Platte River) to commercial entity participants for the purchase or installation of upgrade measures or reimbursement of costs associated with training activities obtained by the commercial entity from a third-party (or utility) may in some circumstances be considered as (partially) taxable income by the IRS. Participants or their assigns receiving incentive payments totaling \$600 or more during a program year and who are not organized as a corporation will receive a 1099-MISC from Platte River in January or February of the subsequent year. Utilities are not responsible for tax payment obligations or tax advice and participant (or their assigns) who receive incentives should consult a tax advisor on this matter.

This Agreement, any Program manuals and any other application forms submitted by the Participant constitute the entire agreement between the parties concerning the subject matter hereof. No prior representation, promises, statement, warranties, understandings, or agreements concerning the subject matter hereof shall modify or effect terms and conditions of this Agreement.