

Enrollment Agreement

Existing Multifamily | Application | Form 300N



To be completed by Participant

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TRC is a Program Management Contractor for Energy Trust of Oregon.

Energy Trust offers services and cash incentives to help existing multifamily property owners take actions to make properties more inviting and efficient. **Submit this form to Existing Multifamily to initiate enrollment.**

Program Use Only	
Project ID	PT ID

To enroll, the identified multifamily property must be in Oregon and the property's energy must be delivered by Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas or Avista. Additional prerequisite criteria apply in order to qualify for specific Existing Multifamily offerings.

Participant (Property Owner)			
Legal Business Name of Property Owner			(the "Participant")
Contact Name	Title		
Mailing Address	City	State	Zip
Email	Primary Phone	<input type="checkbox"/> Work <input type="checkbox"/> Cell	Fax

Building Representative (Property Manager, HOA Representative, etc.) Provide if different than above			
Company Name			
Contact Name	Title		
Address	City	State	Zip
Email	Primary Phone	<input type="checkbox"/> Work <input type="checkbox"/> Cell	Fax

Property Information					<input type="checkbox"/> See attached Multiple Properties Addendum
Property Name					
Address				County	
City			State	Zip	
Total Number of Buildings	Total Number of Units	Number of Levels	Year Built	Total Sq. Ft. of Buildings	
Building Style		<input type="checkbox"/> Duplex	<input type="checkbox"/> Townhouse/Rowhouse		
<input type="checkbox"/> Low-Rise (1-3 stories)		<input type="checkbox"/> Triplex	<input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Mid-Rise (4-8 stories)		<input type="checkbox"/> Fourplex			
<input type="checkbox"/> High-Rise (9 or more stories)					
Electric Utility		Gas Utility			
<input type="checkbox"/> PGE		<input type="checkbox"/> NW Natural		<input type="checkbox"/> Avista	
<input type="checkbox"/> Pacific Power		<input type="checkbox"/> Cascade Natural Gas		<input type="checkbox"/> None	
<input type="checkbox"/> Other (specify) _____					
Common Area Heating Fuel		Tenant Space Heating Fuel		Water Heating Fuel	
<input type="checkbox"/> Electric <input type="checkbox"/> Gas		<input type="checkbox"/> Electric <input type="checkbox"/> Gas		<input type="checkbox"/> Electric <input type="checkbox"/> Gas	

Enrolling Multiple Properties? If so, all properties must be owned by the Participant named on page 1
To submit multiple Participant-owned properties for enrollment under this application, Participant must attach a completed Multiple Properties Addendum , which is fully incorporated and made a part of this Enrollment Agreement.

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Market Information		
Market:	<input type="checkbox"/> Affordable (i.e. fair market rent)	<input type="checkbox"/> Condominium HOA
	<input type="checkbox"/> Market Rate	<input type="checkbox"/> Assisted Living/Retirement
		<input type="checkbox"/> Campus Living
Is Participant applying for or receiving any SB 1149 Multifamily Energy Program (formerly known as the Low-Income Weatherization Program) funding through OHCS <input type="checkbox"/> Yes <input type="checkbox"/> No for any property identified in this Enrollment Agreement?		

What is your purpose for enrolling with Existing Multifamily?

Additional Terms and Conditions

- Application.** This Enrollment Agreement must be filled out completely, truthfully and accurately. If Participant, as named above in this application, is submitting an accompanying **Multiple Properties Addendum** to enroll more than one property under this Enrollment Agreement, such **Multiple Properties Addendum** is hereby fully incorporated into this Enrollment Agreement by this reference. Please note that acceptance of this Enrollment Agreement does not in any way imply a commitment by Energy Trust to provide any services or incentives for any identified property. Funds for Energy Trust's Existing Multifamily program (Program) are limited and subject to availability. Program details are subject to change without prior notice. If a Participant property identified in this Enrollment Agreement may be eligible for SB 1149 Multifamily Energy Program funding from Oregon Housing and Community Services (OHCS) for any energy efficiency measures, Participant must contact program to discuss eligibility before submitting this application. Participant further understands and agrees that if it is eligible for SB 1149 OHCS Multifamily Energy Program funding, then Energy Trust is authorized to share information about Participant's enrolled projects and measures with OHCS for the purpose of determining potential incentive eligibility and funding amounts. If Participant is applying for gas incentives and is a NW Natural industrial sales service customer taking service under rate schedule 3, 31 or 32, or a commercial sales service customer taking service under rate schedule 32, then a **Form 112N: Natural Gas Non-Transportation Agreement** is required and must be signed and submitted before this Enrollment Agreement can be processed. The Program Management Contractor (PMC) provides services for the Program on behalf of Energy Trust. Neither Energy Trust nor the PMC will be responsible for any lost documentation pertaining to this application.
- Energy Assessment Assistance.** Participant may qualify to receive an on-site energy walkthrough and/or other energy assessment assistance (collectively referred to in these Terms and Conditions hereafter as "Energy Assessment Assistance") from the Program to identify potential energy efficiency measures at the property/properties identified in this Enrollment Agreement. If so, an Energy Trust Program representative will contact you to discuss scheduling. If Participant accepts any such Energy Assessment Assistance from the Program at a property identified in this Enrollment Agreement, Participant agrees to:
 - Comply with all laws and stipulations in tenant leases regarding notification and access to tenant units for the scheduled Energy Assessment Assistance;
 - Inform the Program representative of applicable job site regulations for the building, if any, prior to the site visit;
 - Make authorized personnel available to be present throughout the Energy Assessment Assistance process and provide entry to any participating tenant units;
 - Provide Program representatives with specific, advance notice of any and all units where tenants have not agreed to allow access for the Energy Assessment Assistance and ensure that all Program representative(s) performing the Energy Assessment Assistance are prohibited from accessing such units;
 - Give the Program at least one week notice for cancellation or rescheduling of any planned walkthrough survey or other Energy Assessment Assistance activities.

Energy Trust reserves the right to revise or terminate any Energy Assessment Assistance activities at any time if Participant fails to meet its obligations under this agreement. Determination of eligibility for any provision of Energy Assessment Assistance or incentives rests solely with Energy Trust. Not all applicants will qualify. Any decision by Energy Trust to fund any Energy Assessment Assistance

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does not in any way imply a commitment by Energy Trust to provide any funding for any further Energy Assessment Assistance or any identified energy project(s).

3. **Instant Savings Measures Direct Install Authorization.** If Participant meets Program requirements, an Energy Trust Program representative may offer to install free energy-efficient light-emitting diode (LED) light bulbs, efficient showerheads/ shower wands, and/or faucet aerators, and may additionally distribute one or more advanced power strips where televisions are present (collectively referred to as the "Instant Savings Measures") in qualifying dwelling units at a Participant property identified in this Enrollment Agreement including, if applicable, the accompanying **Multiple Properties Addendum**. Not all applicants will qualify to receive Instant Savings Measures. In the event that a Participant property identified in this Enrollment Agreement is selected and Participant accepts the Instant Savings Measures installations at such site, Participant agrees:

A Program representative will, at no charge to Participant:

- Install LEDs in qualifying fixtures to replace incandescent bulbs;
- Install energy-efficient showerheads in all showers with regular performance showerheads, and install energy-efficient shower wands where regular performance shower wands exist;
- Install faucet aerators in kitchen and bathroom sinks where none or less-efficient faucet aerators exist;
- Distribute advanced power strip(s), if applicable; and
- Leave all replaced light bulbs, showerheads/ shower wands and faucet aerators in the tenants' units.

Participant's authorized representative will, in the case of a direct-install of the Instant Savings Measures by a Program representative:

- Comply with all laws and stipulations in tenant leases regarding notification and access to tenant units for the Instant Savings Measures installations;
- Allow the Program representative to install Instant Savings Measures in each dwelling unit, unless such tenant has opted out of participating;
- Distribute unmodified copies of a specific Program-provided pre-installation letter (notice of entry), at least 24 hours prior to entry;
- Make authorized personnel available to be present throughout the Instant Savings Measures installation and provide entry to each qualifying dwelling unit to alert tenants prior to installation;
- Provide Program representatives with specific, advance notice of any and all units where tenants have opted out of the Instant Savings Measures installation and ensure that the Program representative is prohibited from accessing such units;
- Provide the Program with not less than one week notice for cancellation or rescheduling of Instant Savings Measures installation

If the Program representative distributes Instant Savings Measures kits to Participant for distribution to tenants and tenant self-install, Participant agrees to (i) promptly deliver one, complete, unopened kit per unit for tenant self-install, and (ii) if selected, to cooperate with the Program's brief verification survey to confirm delivery.

4. **Access and Evaluation.** For the purpose of conducting Energy Assessment Assistance, Participant agrees to provide access to the property site(s) identified in this Enrollment Agreement and represents that it has or will obtain any and all necessary consents for access to such site(s). Participant further agrees to provide Energy Trust and its authorized representatives with reasonable assistance and access to the site(s) to perform any verification or evaluation efforts needed. Participant further agrees that Energy Trust and its representatives may inform subsequent owners of the project site(s) that Energy Trust has provided service to the project site(s) for the sole purpose of evaluating and facilitating Energy Trust program services.

5. **No Endorsement.** Energy Trust does not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular manufacturers, contractors, products or systems may appear on this application does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

6. **Disclaimer.** Participant understands that, while Energy Trust may provide funding for Energy Assessment Assistance, Energy Trust is not performing or supervising the work. Any Energy Assessment Assistance information provided by the Program is not intended to serve as a detailed engineering design or project cost document, and Energy Trust expects Participant to perform its own independent reviews of any information or identified measures. Energy Trust and its representatives make no representation, express or implied, regarding the design, sizing, installation, construction, reliability, efficiency, performance, operation, maintenance or use of any equipment or systems analyzed. Any decisions regarding selection, design, installation, use or operation of any energy efficiency equipment or systems shall be made at the sole discretion of and are the sole responsibility of Participant. Energy Trust and its representatives do not claim or guarantee any particular energy savings results by approval of this application, or by any other of their respective actions.

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7. **Limitation of Liability.** Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with any Energy Assessment Assistance activities, Instant Savings Measures installed or provided, or implemented measures or project(s). Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, or disposal of or exposure of persons to hazardous materials of any kind in connection with Participant's site or facility, including without limitation asbestos, asbestos products, PCBs or other toxic substances. ENERGY TRUST'S LIABILITY IS LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED FOR PARTICIPANT'S ENERGY ASSESSMENT ASSISTANCE. IN NO EVENT WILL ENERGY TRUST OR ITS REPRESENTATIVES BE LIABLE, PURSUANT TO THIS AGREEMENT, TO PARTICIPANT OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, WHETHER CHARACTERIZED AS GENERAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR OTHERWISE. Additionally, Participant hereby indemnifies against, and holds Energy Trust and its representatives harmless from any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including but not limited to any interest, penalties, or attorneys' fees arising out of this Enrollment Agreement or its participation in the Program; provided, however that as applied to any State of Oregon agency, this indemnification obligation applies to the extent permitted by the Oregon tort Claims Act, ORS 30.260 through 30.300 and Article XI, Section 6 of the Oregon Constitution. Energy Trust is not responsible for any tax liability which may be imposed as a result of payment of any incentives. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code. This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

8. **Information Release.** Participant agrees that Energy Trust may include some or all of the following information in reports to Bonneville Power Administration, the legislature, the Oregon Public Utility Commission (OPUC), and other government agencies as necessary to meet Energy Trust responsibilities and regulatory requirements: Participant's name, site address, general description of the type of energy saving or renewable project implemented (e.g. lighting, HVAC, solar PV), Energy Trust services or incentive payments provided to the Participant, and any energy saved or generated as a result of Energy Trust services or incentives. Energy Trust will treat all other information gathered as confidential and report it only in aggregate.

9. **Signatures.** Documents transmitted with faxed, scanned or digital signature shall be deemed to be original signatures. At the request of Energy Trust, Participant shall confirm signature by providing an original document.

10. **Energy Usage Release:** By signing and submitting this Enrollment Agreement, Participant does hereby authorize Energy Trust to access its energy usage data for all of Participant's electric and natural gas utility accounts at the property site addresses identified in this Enrollment Agreement, including those listed on any accompanying **Multiple Properties Addendum**. Participant agrees to provide other reasonable assistance to Energy Trust to obtain such utility account information, including but not limited to submitting a signed Utility Account Addendum and/or providing copies of utility bills if requested by Energy Trust. Participant further authorizes Energy Trust to discuss its energy efficiency efforts with its utility account representative(s).

Next Steps

Please email, fax or mail your signed Enrollment Agreement to an Existing Multifamily representative using the contact information listed at the bottom of this page. Following our review of your enrollment request, we will contact you to discuss your energy saving goals and provide recommended next steps. We may also request additional information about your property in order to better identify Existing Multifamily services and incentives available for your property.

Signature	
By signing below, you represent that (i) the information provided in this Enrollment Agreement is accurate and truthful to the best of your knowledge, and (ii) you have read, understand and agree to the Terms and Conditions and are duly authorized to sign this agreement on behalf of the named Participant.	
Authorized Representative Name (printed)	Title
Signature	Date

FOR MORE INFORMATION: Please visit energytrust.org/multifamily or call 1.877.510.2130