

In-Home Energy Services

Residential and Existing Multifamily | Customer Participation Agreement | Form 350^{IES}



To be completed by Customer

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CLEAResult is a contractor of Energy Trust of Oregon

Program Information

The In-Home Energy Services Program (“Program”) offered by Energy Trust of Oregon (“Energy Trust”) is designed to help people in priority communities complete home retrofit projects that help lower utility bills, make homes more comfortable, and increase energy efficiency. Energy Trust and Program representatives will provide, at no cost to the customer named below (“Customer”), an on-site Home Energy Assessment that will result in recommendations for home energy upgrades. Coordination services to facilitate the scheduling and installation of any upgrades chosen by Customer by Energy Trust-approved contractors (“Contractors”) will also be provided at no cost to Customer. Energy Trust may provide incentives to Contractor(s) to help offset some or all of Customer’s costs for completing any qualifying upgrades. This Program is managed and delivered for Energy Trust by CLEAResult Consulting Inc. (“Program Representative” or “CLEAResult”).

To participate in this Program, Customer must review, sign, and submit this Participation Agreement and all other required forms and documentation (including **Form 300IES** to proceed with selected upgrades and **Form 320IES** to verify the work after it is completed). To be eligible to participate in the Program, Customer listed below must meet the minimum eligibility requirements in this form and must have been preliminarily screened for Program eligibility by CLEAResult.

Home Energy Assessment

- A Home Energy Assessment (HEA) may be completed by either a representative of Energy Trust’s In-Home Energy Services (IES) Program (“Home Energy Advisor”) or a third-party HEA provider that is enrolled as an Energy Trust trade ally (“HEA Provider”).
- Customer agrees to allow a Home Energy Advisor to complete a HEA at the site address listed in the Customer signature box below (“Site”), if an HEA is not completed by an HEA Provider. A Home Energy Advisor or HEA Provider will complete an HEA at the Site at a mutually agreed-upon time.
- Customer understands that the HEA will result in recommendations for home energy upgrades for the Site. These recommendations may include critical home repairs that remove barriers to completing energy upgrades, address medium-high health and safety risks identified by HEA, and/or are necessary for the long-term effectiveness of the proposed upgrades.

Home Energy Upgrades

- After the HEA is complete, Customer agrees to work with CLEAResult and the Energy Trust-selected Contractor(s) to coordinate walkthrough(s) at the Site. Then CLEAResult will present Customer with Contractor bids that are preapproved by Energy Trust. During preapproval, CLEAResult will only confirm that scope of work aligns with the HEA recommendations and Program requirements and that quoted price(s) align with Program cost parameters. Bids will include all anticipated project costs, including those that the Customer may be responsible for.
- Customer agrees to thoroughly review all preapproved bids in detail before signing them and authorizing the work. If Customer opts to pursue all or a portion of the work, Customer must review and sign the applicable bids and work with CLEAResult and the selected Contractor(s) to complete any energy upgrades chosen by the Customer at the Site. Customer may reach out to CLEAResult to address any questions prior to signing. If Customer does not authorize the bid(s), the work will not proceed.
- Customer understands and agrees that, if all required Program forms are signed and requirements are met, Energy Trust will issue funding check(s) for energy upgrade incentives that meet Energy Trust requirements directly to the Contractor(s) that complete(s) the upgrades. The amounts paid to Contractor(s) will be deducted from total project costs on the Customer invoice(s); Customer is responsible for any portions of the invoices that are not covered by Energy Trust incentives. Accordingly, Customer directs Energy Trust to provide any funding to which they might otherwise qualify to Contractor(s) and waives all rights to directly receive such Energy Trust funding for the identified home energy upgrade(s). Notwithstanding anything to the contrary, Energy Trust may deny funding for any energy upgrades that do not meet Energy Trust requirements or for any other reason, in its sole discretion.

Rental Property Owners’ Eligibility: *If Customer is the rental property owner of the Site, to be eligible for participation Customer must comply with applicable state and local affordability protections including adherence to Oregon Senate Bill 611 rent increase caps and tenant relocation assistance requirements. It also includes requirements to rent to income-qualified tenants at affordable levels, refrain from evicting tenants or raising rents due solely to energy improvements, and to comply with any affordability provisions for at least two years following completion of the upgrade. Rental property owners additionally agree to comply with all laws and stipulations in tenant leases regarding notifications and access to tenant units receiving incentivized Home Energy Assessments or upgrades. By signing below, rental property owners acknowledge they have reviewed and will comply with all federal, state, and local laws and requirements associated with participation.*

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Customer Name and Signature				
<i>By signing below, Customer agrees (i) to all terms and conditions on this form including those listed below, (ii) to participate in the In-Home Energy Services Program, and (iii) that they are either the owner or property manager of the Site. If Customer is the Site's property manager, they represent that they are duly authorized to sign and enter into this agreement on the Site owner's behalf. If applicable, Customer authorizes a Program representative to submit this agreement to Energy Trust on Customer's behalf.</i>				
Customer signature	Customer full name (please print)		Date	
<input type="checkbox"/> Homeowner <input type="checkbox"/> Rental Property Owner/ Manager				
Participant Type		Contact name (if other than customer name)		
Site Address	City	State	Zip	
Customer email address			Customer phone	

Tenant Name and Signature (if applicable)				
<i>Tenant signature is required if Site is occupied by one or more tenant; one form per unit is required. By signing below, Tenant agrees (i) to all terms and conditions on this form including those listed below, (ii) to participate in the In-Home Energy Services Program, and (iii) that they have the authority to agree to this form on behalf of all other occupants of Site or of Tenant's unit of the Site. If applicable, Tenant authorizes a Program representative to submit this agreement to Energy Trust on Tenant's behalf.</i>				
Tenant signature	Full name (please print)		Date	
Site Address	City	State	Zip	
Tenant email address			Tenant phone	

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Terms and Conditions

AUTHORIZATION: This participation agreement must be filled out completely, truthfully and accurately. Customer may wish to retain a copy of this agreement and any accompanying documentation submitted to Energy Trust of Oregon, Inc. ("Energy Trust") under this program. Energy Trust will not be responsible for lost documentation pertaining to this agreement.

CUSTOMER: The person signing this form is signing on behalf of the Customer. By signing this form, Customer certifies that they are eligible for Energy Trust services and funding.

ELIGIBILITY: Customers who are eligible to participate in this offering include those with detached single-family homes, or manufactured homes, or eligible small multifamily properties (up to four units) who are (i) Oregon residential electric service customers of Portland General Electric (PGE) or Pacific Power, or (ii) Oregon residential natural gas service customers of NW Natural, Cascade Natural Gas or Avista, or (iii) Washington residential natural gas service customers of NW Natural. Funding for energy-saving upgrades that may help save on the cost of home heating are available to:

- (a) PGE and Pacific Power customers who heat their homes with electricity; and
(b) NW Natural, Cascade Natural Gas, and Avista customers who heat their homes with natural gas.

Funding for energy-saving upgrades that may help save on the cost of water heating are available to:

- (a) PGE and Pacific Power customers who heat their water with electricity; and
(b) NW Natural, Cascade Natural Gas and Avista customers who heat their water with natural gas.

Final determination of eligibility shall rest solely with Energy Trust.

PROPERTY RIGHTS AND ACCESS: Customer represents that Customer has the right to authorize Site visits(s), HEA, and installation of any energy upgrades at the Site on which those upgrades may be completed and/or installed, and that any necessary consent (e.g., landlord, tenants) will be obtained prior to work beginning. If one or more tenant lives at the Site, appropriate approvals from tenant(s) and property owner and/or property manager must be obtained prior to any Site visits or work. Customer agrees that Energy Trust and/or CLEAResult may request access to the Site and may review and evaluate the Site during and after completion. Customer and/or Tenant agree to provide reasonable access to the Site for the purposes described herein; if Customer is a rental property owner or manager of the Site, Customer agrees to coordinate with their tenant(s) to allow Site access. Customer and/or Tenant agrees to assign a responsible adult, age 18 or older, to be present at the Site to facilitate any services provided under this agreement (e.g., HEA, home energy upgrades).

DEFERRAL: Customer acknowledges and agrees that the Site may not qualify for services under the Program and would be considered "Deferred" if there are items or conditions at the Site that may give rise to safety concerns at any point in the process. Customer acknowledges and agrees that a Program representative will determine at its sole discretion whether to Defer the Site's participation in the Program, which may occur at any time and for any reason(s). Upon being notified of a Deferral determination, Customer must resolve the conditions identified and reapply for the Program within 180 days by resubmitting the Program's Online Intake Form or Form 310IES. Customer acknowledges and agrees that if the Site is Deferred, it is the Customer's sole responsibility to resolve the concerns or conditions that resulted in such Deferral, as

solely determined by a Program representative, prior to Program services continuing at the Site. Prior to resuming Program services, a Program representative will reevaluate the conditions that resulted in the Deferral and, in their sole discretion, determine if Customer's participation in the Program can resume. If the Program team determines that the identified concerns or conditions are not effectively resolved, the completion and costs of all home energy upgrades and repairs are the Customer's sole responsibility.

HEALTH AND SAFETY: During Site visit(s), CLEAResult will look for potential health and safety issues. Customer will be notified of any potential health and safety issues that are identified. However, Customer understands that CLEAResult and Energy Trust are not qualified home health and safety professionals, and that health and safety issues may be present in areas not accessible or observed during the visual inspection or during the actual work at the Site. Customer releases and agrees not to sue Energy Trust and CLEAResult for any loss, liability, damage, or cost in connection with existing health and safety issues or issues that develop after the work is complete.

ILLEGAL ACTIVITY: Customer acknowledges and agrees that the Site must be free from all illegal activity for the full time that CLEAResult or any Contractor is at the Site to perform Program services. If illegal activity is present, as determined in CLEAResult's or a Contractor's sole discretion, all Program services will cease immediately, Site will be Deferred or terminated from the Program, and the completion and costs of any remaining home energy upgrades and repairs will be the Customer's responsibility.

INFORMATION RELEASE: Customer agrees that Energy Trust may include Customer's name, Energy Trust services and resulting energy-savings in reports or other documentation submitted to Energy Trust, its Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, the Oregon Legislature, and/or other government agencies. Customer authorizes Energy Trust to share Customer's contact information with CLEAResult and Contractors for the purpose of Customer's participation in the Program and coordinating estimates for installing energy upgrades. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate. Customer authorizes Energy Trust and/or CLEAResult to share Customer's information and HEA results with select third-party efficiency organizations for the purposes of providing Customer access to alternative and potentially lower-cost services and upgrades.

PHOTO RELEASE: Customer grants Energy Trust and CLEAResult the right to take photographs of the Residence in connection with the Program services and authorizes Energy Trust and CLEAResult, and their assignees and transferees, to use and share any such photographs internally and with Contractors externally for Program purposes, including but not limited to documenting the Site, coordinating estimates for installing energy upgrades, and facilitating quality assurance verifications.

CUSTOMER NOTIFICATION: As applicable, CLEAResult will inform Customers that this service is provided as a part of Energy Trust's Home Retrofit or Existing Multifamily Programs and Customers will be provided with information about Energy Trust and its programs. CLEAResult will also provide customers with contact information, including phone number and address, to allow Customer to report any concerns or ask any questions about services under the Program.

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WORK QUALITY VERIFICATION: Prior to any funding payment for eligible upgrades, Energy Trust or CLEAResult will verify that the installed energy-saving upgrades meet program requirements and Energy Trust weatherization specification standards. Customer acknowledges that outdoor temperatures may affect this verification process.

PAYMENT: Funding for eligible upgrades will be paid directly to the Contractor after: (i) completion and or installation of the energy-saving upgrades, (ii) verification of the completion and/or installation of the upgrades, and (iii) timely completion and submission of all required documentation, including this form, **Form 300IES**, and **Form 320IES**. Funding for eligible HEAs will be paid directly to the HEA Provider after (i) completion of the HEA, and (ii) timely completion and submission of all required documentation. Funding is subject to availability and may change

FUNDING AMOUNT: Funding amount for eligible upgrades cannot exceed total installed cost. Funding for energy-saving upgrades completed and/or installed through Energy Trust programs are limited to the amounts provided by Energy Trust. Funding budgets and incentive amounts are limited and subject to change. Customer is responsible for any project costs that are not covered by Energy Trust incentives. Contact Energy Trust for information on incentive amounts or with any questions.

TAX LIABILITY: Energy Trust is not responsible for any tax liability, which may be imposed on the Customer as a result of payment of any funding or as a result of obtaining financing. 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.

NO ENDORSEMENT: Energy Trust and CLEAResult do not endorse any particular manufacturer, contractor, or product. The fact that the names of particular manufacturers, contractors, products, or systems may appear on this application or in any bid presented to the Customer does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

ENERGY INFORMATION RELEASE: Customer authorizes Energy Trust and CLEAResult to access utility energy usage data, including without limitation interval data, relating to the property on which energy-saving upgrades have been completed and/or installed. To do so, Energy Trust and CLEAResult may access the electric and natural gas accounts and thermostat usage information at the physical address of the project. Customer agrees to provide reasonable assistance to Energy Trust and CLEAResult to obtain such information. Customer also authorizes the third-party HEA Provider, if applicable, to share information about the Site and Customer's energy usage and thermostat system, including, without limitation, thermostat usage information, with Energy Trust and CLEAResult.

DISCLAIMER / NO LIABILITY: CUSTOMER UNDERSTANDS THAT, ALTHOUGH ENERGY TRUST AND/OR CLEAResult MAY PROVIDE FUNDING TO AN HEA PROVIDER AND/OR CONTRACTOR(S) AND SUPPORT THE COMPLETION OF AN HEA AND/OR ENERGY-SAVING UPGRADES FOR THE CUSTOMER, ENERGY TRUST AND CLEAResult ARE NOT PROVIDING ADVICE OR SUPERVISING WORK PERFORMED FOR CUSTOMER, NOR IS ENERGY TRUST OR CLEAResult RESPONSIBLE IN ANY WAY FOR PROPER COMPLETION OF THAT WORK OR PROPER PERFORMANCE OF ANY PRODUCTS PURCHASED OR RECEIVED. ENERGY TRUST AND/OR CLEAResult ARE SIMPLY PROVIDING COORDINATION, FUNDING, AND/OR OTHER HOME-IMPROVEMENT OR SIMILAR ITEMS TO ASSIST CUSTOMER IN IMPLEMENTING ENERGY-SAVING UPGRADES AND/OR OTHER HOME IMPROVEMENTS. ENERGY TRUST AND CLEAResult DO NOT GUARANTEE ANY PARTICULAR ENERGY SAVINGS BY ITS APPROVAL OF THE APPLICATION OR BY ANY OTHER OF ITS ACTIONS. **CUSTOMER ASSUMES THE RISK OF ANY LOSS OR DAMAGE(S) THAT CUSTOMER MAY SUFFER IN CONNECTION WITH THE HEA, SITE VISITS, OR INSTALLATION OF THE HOME ENERGY UPGRADES. ENERGY TRUST'S LIABILITY TO CUSTOMER IS LIMITED TO THE AMOUNTS OF ANY QUALIFYING INCENTIVE PAYMENT(S) OWED TO THE HEA PROVIDER (IF APPLICABLE) AND/OR INSTALLING CONTRACTOR, AND UNDER NO CIRCUMSTANCES WILL ENERGY TRUST OR CLEAResult BE LIABLE TO CUSTOMER FOR ANY FURTHER AMOUNT (E.G., ANY COSTS OF REQUIRED REPAIRS) OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO GENERAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**