

EMERALD PUD SOLAR WATER HEATER PROGRAM

ADDITIONAL TERMS AND CONDITIONS

1. Disclaimer of Warranties

Emerald PUD specifically DISCLAIMS any and all warranties regarding energy savings, if any, to be realized by the UNDERSIGNED from the use of a solar water heater installed under the Solar Water Heater Program. The UNDERSIGNED further acknowledges and Emerald PUD states that it has made no warranties, express or implied, regarding the quality of specific materials, components, or workmanship utilized in the installation of the solar water heater, or concerning the nature of building permit(s) or governmental approval(s), which may be required.

2. On-Site Inspections

There may be a number of on-site inspections required by Emerald PUD prior to and following installation of the solar water heater. The building permit owner or assignee hereby consents to such inspections. The inspections are conducted solely to determine the qualification of the solar water heater installation for program payment, and do not in any manner warrant use, construction, materials, safety, or any other matters other than Solar Water Heater Program specifications, nor do they impose any duty upon Emerald PUD to discover or report any defects or hazards of any nature in the residence.

3. Information

Emerald PUD may make reasonable use of any information possessed by Emerald PUD concerning the solar water heater. Such use may include the amount of incentive received and general energy usage, and is for the purpose of informing the public about the benefits to be derived from purchasing, owning, or using a solar water heater.

4. Assignment

The financial incentive may not be assigned without the prior written agreement of Emerald PUD.

5. Indemnity

The signing parties AGREE TO HOLD HARMLESS AND INDEMNIFY Emerald PUD, its officers, agents, and employees, from all claims, suits, actions, causes of action, debts, damages, losses, costs, charges and expenses, including court costs and attorney fees, which result directly or indirectly, or arise out of the Solar Water Heater Program, including, but not limited by, all liabilities, losses, or damages caused by or arising out of their negligence.