

New Homes Program Builder Agreement Form

Participant Name:	Phone:
Mailing Address:	
Site Address:	
Builder:	Phone:
Owner:	Phone:

The undersigned understand(s) that for the residence located at the above address to be certified by the Emerald People's Utility District (EPUD) and the Oregon Department of Energy as an ENERGY STAR™ home, the home must be electrically heated and the terms and conditions on the back of this form must be met:

A. Specifications

A checkmark below indicates the Builder Option Package (BOP) chosen for the home to be built at this address. The criteria listed on the attached specifications checklist must be met.

___ Heat Pump ___ Zonal

B. Incentives

EPUD's incentive will be \$2,000 for homes certified during 2010. Homes started after the new Oregon code change will not be eligible for this incentive.

C. Other Requirements

The incentive referred to previously shall be paid to the Participant, unless indicated in the space below.

Pay incentive to: _____

EPUD Representative: _____ Date: _____

Participant: _____ Date: _____

By signing this agreement, Participant agrees to abide by this application and its terms and conditions as listed on the reverse of this form.



ADDITIONAL TERMS AND CONDITIONS

1. **Building Permits:** All applicable building permits are on site and the residence has passed all other required governmental inspections.
2. **Warranties:** EPUD disclaims any warranties, and none shall be implied regarding energy savings, if any, to be realized from incorporation of the construction materials and standards of the ENERGY STAR program. There are no warranties, express or implied, by EPUD regarding the quality of specific materials incorporated into the residence or of the workmanship utilized in the residence, including the nature of building permits and governmental approvals that may be required.
3. **On-Site Inspections:** EPUD and the Oregon Department of Energy, and its agents or representatives will make several on-site inspections during construction of the residence. The building permit owner or assignee hereby consents to such inspections. The various inspections are conducted solely to determine the qualification of the residence for the ENERGY STAR program incentive payment and does not in any manner warrant habitability, construction, materials, safety, or any other matters other than ENERGY STAR program specifications, nor does it impose any duty upon EPUD to discover or report any defects or hazards of any nature in the residence.
4. **Payment:** The incentives will be promptly paid upon (i) submission of the completed Builder Agreement Form with all required information attached, (ii) completion of any required on-site verification inspections, and (iii) ENERGY STAR Certification by the Oregon Department of Energy. Please allow at least 45 days for receipt of payment after EPUD's final approval of the Completion Certification. Payments will be made to the applicant.
5. **Information:** EPUD may make reasonable use of any non-proprietary information possessed by EPUD concerning the residence subject to the Agreement. Such use may include the amount of incentive received under this Agreement and general energy usage, and is for the purpose of informing the public about the benefits to be derived from purchasing, owning, or occupying this or any other similarly energy-efficient dwelling. In addition, EPUD and/or their representatives may include a description of this project, participant's name, services provided, project cost and energy savings, in reports, studies and other documentation required by the Oregon Public Utility Commission or the Oregon Legislature.
6. **Indoor Air Quality:** If the undersigned chooses to participate in the ENERGY STAR program and receive payment from EPUD under this program, EPUD is not liable, by virtue of providing such payment under this program, in any suit or action involving an EPUD customer or occupants of such customer's home and the undersigned agrees not to make any claim or demand against EPUD, and hereby releases and discharges EPUD from any and all claims and demands for any damages or injury arising, resulting or that may in the future result from such program, including any damage or injury arising, resulting, or that in the future may result, directly or indirectly from any reduction in air infiltration into the home.
7. **Assignment:** This Agreement and the financial incentives hereunder may not be assigned without the prior written agreement of EPUD.
8. **Indemnity:** In further consideration of receiving the benefits and payments under the ENERGY STAR program and for other good and valuable consideration, the undersigned assumes the risk of all claims, suits, actions, debts, damages, loss, costs, charges and expenses, and agrees to indemnify and hold EPUD harmless, its officers, agents and employees, from and against any and all claims, suits, actions, debts, damages, loss, costs, charges and expenses, including court costs and attorney's fees, and against all liability, losses and damages of any nature whatsoever, whether the liability, loss, or damages caused by, or arises out of, the negligence of EPUD or its officers, agents or employees, shall or may at any time sustain, arising, resulting, directly or indirectly, from the ENERGY STAR program.
9. **Tax Liability:** EPUD is not responsible for any tax liability imposed on the Applicant as a result of payment of these incentives.
10. **No Endorsement:** EPUD does not endorse any particular manufacturer, contractor, or equipment. The fact that the names of particular manufacturers, contractors, equipment or systems may appear on this Builder Agreement Form does not constitute an endorsement. Manufacturers, contractors, equipment, or systems not mentioned are not implied to be unsuitable or defective in any way.
11. **Survival of Terms and Conditions:** Unless stated otherwise in this document, regardless of whether or not this application is approved, these terms and conditions shall survive the payments of any incentive payments provided hereunder.