

Terms of Service

Community Energy Project Application Terms and Conditions

PROGRAM DETAILS: Community Energy Project (CEP) is a nonprofit helping to provide safe, healthy and efficient homes to everyone regardless of income. We bring together skilled contractors, lenders, home performance advisors and quality oversight into a complete total home performance solution. Details of the CEP product, service and rebate offers are subject to change without prior notice.

APPLICANT: The person accepting these terms and conditions is the Applicant and certifies that his/her home is eligible for CEP and has full authority to execute the application and accept the terms and conditions.

ELIGIBILITY REQUIREMENTS FOR APPLICANT IN CEP UPGRADE PROJECT:

- Applicant owns and is the primary user of the home.
- Home is a single-family, site-built dwelling (not a mobile home, manufactured home, townhome or floating home).
- Home is located within a CEP Service Area.
- Upon completion, home must be primarily heated with electricity or natural gas.
- Home is built before 1993 for all upgrades with the exception of radon mitigation, seismic improvements and renewables.
- Applicant agrees to allow CEP to bundle all available upgrade incentives, and deliver appropriate payments to contractor.

REBATE AND PROMOTIONAL OFFER ELIGIBILITY: Rebates and/or promotional offers are available on a first come, first served basis while rebates last, subject to change without prior notice, are non-transferable and will only be reserved for a qualified Applicant for a limited time. In no event shall CEP rebates and promotional offers, in total, exceed twenty-five percent (25%) of the total cost (before subtraction of

any rebates and promotional offers) of the home performance upgrades installed. Where CEP has a rebate reimbursement agreement with participating utilities (or utility representative) to process their rebates, Applicant agrees that he/she forfeits applying for any rebates for installed home performance upgrades as part of an CEP project to participating utilities, Energy Trust, government programs and other entities participating in CEP and assigns those rebates to CEP. Rebates and promotional offers provided are estimates only and are subject to change. All home performance upgrades installed must meet CEP and participating utility eligibility and installation standards before rebates and promotional offers will be paid.

UTILITY AND ENERGY TRUST REBATES: Applicant understands, acknowledges and accepts that any participating local utility and Energy Trust rebates will be applied under the standards of the local utility and Energy Trust. CEP will process paperwork for those utilities with which CEP has rebate reimbursement agreements. For utilities not currently participating in CEP, Applicant will need to contact their utility directly for details of those rebates.

CEP REBATES: Applicant understands, acknowledges and accepts that any available CEP Rebates will be applied as a reduction in the principal amount of any loan to Applicant under the program or to reduce overall project costs if Applicant pays for projects in cash.

CEP PROMOTIONAL OFFERS: Applicant understands, acknowledges and accepts that any available CEP Promotions will be applied as a reduction in the principal amount of any loan to Applicant under the program or to reduce overall project costs if Applicant pays for projects in cash.

PARTNER PROGRAM AND COMMUNITY INITIATIVES: In the event that CEP partners with other programs or community initiatives, Applicant understands that the amount of funding from each source may vary based on program eligibility and CEP makes no guarantee of amount, which will be determined solely by the funding source or program partner requirements and may be subject to change.

PROPERTY RIGHTS: Applicant has the right and legal authority to complete and/or install the home performance upgrades in the home and that any necessary consent to carry out the upgrades has been obtained by Applicant.

ACCESS AND EVALUATION: CEP and/or its representatives may request access to the home and may review and evaluate the project during and after the initial assessment and completion of any home performance upgrades. Applicant agrees to provide reasonable access to the home for the purposes described herein.

VERIFICATION AND INSPECTION: CEP Home Performance Advisor may verify that the installed home performance upgrades meet participating utility, utility representative, CEP and other participating entity requirements prior to providing authorization to disburse applicable utility rebates, CEP rebates and promotional offers and/or loan funds to an Applicant's contractor. No warranty of any kind is implied by this verification process.

EMAIL COMMUNICATIONS: Applicant authorizes CEP and/or its representatives to send individualized and automated emails concerning the project, including scheduling updates, project status, task reminders, and future additional upgrade offers. Email addresses may be shared only with the homeowner-selected CEP contractor and/or lender. Applicants without access to email may request project updates by phone by calling CEP at (855) 870-0049.

PROJECT INFORMATION RELEASE: As used herein, "Project Information" may include personally identifiable information ("PII") – for example, your full name, email address, mailing address, telephone number, mobile phone number or credit card number, as well as non-personally identifiable information ("non PII") such as ethnicity, gender, household size, home performance upgrade installed and resulting energy-savings, cost of project, loan information (including name of lending institution, term, interest rate, payment schedule), FICO score, utility payment and usage data, household income, property value. Applicant agrees that CEP and/or its representatives may include Applicant's Project Information, both PII and non PII, in reports or other

documentation submitted to implementation partners (such as applicable contractors, lenders, and others), CEP's Board of Directors, federal, state and participating local governments or government agencies, funders, Energy Trust, Oregon Public Utility Commission, Washington Utilities and Transportation Commission, and/or the Oregon or Washington Legislature. CEP and/or its representatives will treat PII as confidential, and the parties to whom it is disclosed (above) will treat it as confidential. Applicant understands, acknowledges and agrees that federal, state and participating local government agencies may contact Applicant about its participation in CEP.

PHOTO RELEASE: Applicant authorizes CEP and/or its representatives to take photographs of Applicant and Applicant's family, home and home performance upgrades and gives permission to CEP to use and publish the collected photographs and information concerning Applicant's project. Applicant is willing to be contacted by members of the media about Applicant's CEP project.

ENERGY INFORMATION HISTORY RELEASE: Applicant hereby authorizes CEP and/or Energy Trust to access utility usage data relating to the property on which energy-saving measures will be completed and/or installed for a period of up to thirty-six months before and after completion of the work. Applicant agrees to provide other reasonable assistance to CEP and/or Energy Trust to obtain such information.

CREDIT AND PAYMENT HISTORY: CEP and /or its representatives may also request a credit check and obtain Applicant's credit and/or FICO score in order to evaluate whether Applicant qualifies for CEP and loans. Applicant understands that adding additional Applicants to an application will result in a joint credit application and that Applicant has proper acknowledgment and authority to execute the application on behalf of all Applicants. Applicant understands, acknowledges and agrees that CEP and/or its representatives may request access to Applicant's utility usage payment history if needed as part of the loan approval process.

DISCLAIMER/NO LIABILITY: Applicant understands that CEP does not perform any upgrade work itself, but connects Applicant with a contractor that performs the work.

Applicant agrees that it waives any right to seek legal recourse against CEP for any claims of defective work or defective performance of the home performance upgrades. Applicant agrees and acknowledges that CEP does not guarantee any level of energy savings results from the upgrades.

TAX LIABILITY: CEP and CEP lenders are not responsible for any tax liability which may be imposed on the Applicant as a result of participation in CEP or any loan or financing obtained through CEP. Neither CEP nor its lenders will provide tax advice. Any communication by CEP or its lenders 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: CEP requires contractors to use Energy Star products when available unless waived in a particular instance by CEP, but CEP does not endorse any particular manufacturer or product in promoting the program. The fact that the names of particular manufacturers, products or systems may appear on a particular program bid or other related documentation does not constitute an endorsement. Manufacturers, products, or systems not mentioned are not implied to be unsuitable or defective in any way.

ALTERNATE BIDS: CEP provides a recommended contractor to Applicant for each Project. Any recommended contractor meets CEP's program and workforce living wage and benefit requirements and participates in CEP's quality oversight program. Applicant may request an alternative contractor or request a different contractor recommendation at any time prior to contracting with a particular contractor.

LOAN AMOUNT: Applicant acknowledges and accepts that the actual loan amount will not exceed the cost of performing the home performance upgrades that will be detailed in the agreed upon scope of work.

LOAN FUNDING AND CONTRACTOR PAYMENT: Where Applicant is borrowing from an CEP lender, when applicable, loan funds will be disbursed directly to Contractor who is installing the home performance upgrades. The exceptions to this may include Home Equity Lines of Credit, which generally disburse to the homeowner. Upon completion of

the home performance upgrades and certification by CEP Home Performance Advisor that the installed home performance upgrades meet program requirements, All CEP rebates and promotional offers will be disbursed to the contractor. Applicant agrees to pay any and all cash payments pursuant to the agreed upon scope of work directly between Applicant and contractor directly to Contractor.

Updated July 17, 2018