



RESIDENTIAL ENERGY EFFICIENCY PROGRAM
Conservation Participation Agreement

THIS IS AN AGREEMENT by and between Public Utility District No. 1 of Benton County "District" and the Owner(s) of the residential housing unit(s) located at:

CUSTOMER NAME:			
STREET ADDRESS:	CITY:	STATE:	ZIP CODE:

TERMS:

Abbreviation of Terms: For purposes of simplifying this Agreement, the following abbreviated terms and definitions are used:

"**Conservation Measures**" means the conservation measures and equipment which are approved under the Incentive Plan of the District.

"**Incentive**" means a financial incentive. A cash amount paid by the District toward the job cost and is generally paid on behalf of the owner to the Installer.

"**Contractor**" means a business registered as a contractor with the State of Washington which has an existing Residential Energy Efficiency Program Energy Efficiency Installer Agreement, which includes requirements for liability insurance and performance bond, with the District.

PROVISIONS:

- Owner's representations.** The owner represents that: (a) residence described above is an existing residential housing unit located within the District's service area; (b) owner of the residence is named at the conclusion of this Agreement; and (c) Owner has the right and authority to make improvements to the residence and to subject the residence to a mortgage lien or security interest.
- Contract between Owner and Contractor.** The contract for the installation of Measures is with the Contractor, and the Owner is solely obligated to pay the Contractor. The District is not liable or responsible if the amount of the proceeds which the owner obtains from an incentive is not sufficient to satisfy the Owner's obligation to the Contractor. The District has no contractual obligation, nor duty of any kind, to pay the Contractor. The Contractor is not to be considered as a third party beneficiary of any commitment by the District to make an incentive to an Owner, for such commitment is for the benefit of the Owner, not for the benefit of the Contractor.
- Use of Incentive.** The Owner agrees the described residence has electric space heat or heat pump. That the incentive obtained from the District shall be used only for conservation purposes in the described residence and shall not be used for any purpose which results in a conversion from one energy source to another. The owner understands the District will not provide an incentive for any building which does not have the required electric space heat or heat pump.

