

Terms and Conditions for Services and Direct Purchases

Community Energy Project Direct Purchase Terms and Conditions

Community Energy Project (CEP) is a non-profit helping to create stronger communities through providing safe, healthy and efficient homes to everyone regardless of income. CEP brings together great products, expert services, skilled contractors, lenders, trusted advisors and quality oversight for a total home performance solution. Details of CEP products, services and rebate offers are subject to change without prior notice.

SERVICES and PRODUCTS: CEP provides products that improve the energy efficiency, health and safety of your home. Services include home energy and health assessments, Home Energy Scores, thermostat installations, and related products and services.

CUSTOMER: The person accepting these terms and conditions is the Customer 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: The eligibility for CEP offers may vary by program and will be described in the offering.

REBATE AND PROMOTIONAL OFFER ELIGIBILITY: When rebates and/or promotional offers apply, they 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 Customer for a limited time.

PAYMENT, CANCELLATIONS AND REFUNDS: Customer agrees to pay in full for all services and products. Payment is due before or at the time of in-home service, for service work. Customer must prepay for product purchases. For home energy scores,

payment is required prior to delivery of the Home Energy Score and report. Refunds will be issued only for cancellations received at least 24 hours in advance of customer appointments.

THIRD PARTY PROMOTIONS AND REBATES: Where CEP has a rebate or promotional reimbursement agreement with a participating third party (or third party representative) to process their rebates, Customer agrees (unless otherwise stated) that he/she forfeits applying for any rebates for the affected product or service. Rebates and promotional offers provided are subject to change. Customer understands, acknowledges and accepts that any participating third party rebates, including local utility and Energy Trust rebates, will be applied under the standards of those third parties.

PARTNER PROGRAM AND COMMUNITY INITIATIVES: In the event that CEP partners with other programs or community initiatives, Customer 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: Customer has the right and legal authority to order and/or install the products or services in the home and certifies that any necessary consent to carry out the installation of the products or delivery of the services has been obtained by Customer.

ACCESS AND EVALUATION: CEP and/or its representatives may request access to the home and may review and evaluate the outcomes of any delivered product or service, during and after the delivery. CEP agrees to make no unreasonable request for access and Customer agrees to provide reasonable access to the home for the purposes described herein.

VERIFICATION AND INSPECTION: CEP may verify that the delivered products and services meet CEP and participating third party requirements prior to providing authorization to disburse applicable promotions, or rebates. No warranty of any kind is

implied by this verification process.

EMAIL COMMUNICATIONS: Customer authorizes CEP and/or its representatives to send individualized and automated emails concerning the project, including scheduling updates, work status, task reminders, and future additional offers. Email addresses may be shared only with the homeowner-selected CEP contractor, lender and/or third party program sponsor. Customers 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 as well as non-personally identifiable information (“non PII”) such as ethnicity, gender, household size, home performance upgrade installed, resulting energy-savings, cost of project, utility payment and usage data, household income, property value and Home Energy Score. Customer agrees that CEP and/or its representatives may include Customer’s Project Information, both PII and non PII, in reports or other documentation submitted to implementation partners (such as applicable contractors and others), CEP’s Board of Directors, federal, state and participating local governments or government agencies, funders, Multiple Listing Services, 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. Customer understands, acknowledges and agrees that federal, state and participating local government agencies may contact Customer about its participation in CEP.

In the event customer is requesting CEP produce a City of Portland Home Energy Score, customer acknowledges and agrees to the following: “Individual consent: In accordance with Portland City Code Chapter 17.108 (adopted by Ordinance No. 188413 and effective January 1, 2018), Home Energy Scores produced in Portland will be made publicly available through real estate listings. Thus, these scores and any associated information will not be treated as confidential. The customer hereby consents to allow

the Home Energy Score Report to be collected and stored in order to be disclosed through accepted and secure methods of data transportation, for the specific purpose of publishing it on a database which will auto-populate or otherwise be uploaded to the Regional Multiple Listing Service (RMLS) and/or similar real estate listing services and be identifiable to homeowner's property on the listing service.”

In the event the customer is requesting CEP produce a Home Energy Score outside of the City of Portland, customer consents to the same provisions stipulated above.

PHOTO RELEASE: Customer authorizes CEP and/or its representatives to take photographs of Customer’s home and upgrades and gives permission to CEP to use and publish the collected photographs and information concerning Customer’s project.

ENERGY INFORMATION HISTORY RELEASE: For energy related projects, Customer 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. Customer agrees to provide other reasonable assistance to CEP and/or Energy Trust to obtain such information.

DISCLAIMER: Customer agrees and acknowledges that CEP does not guarantee any level of energy savings or health benefits resulting from the product or services.

LIMITATION OF LIABILITY: Customer agrees that CEP will not be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business, or other economic damages. CEP’s aggregate liability shall not exceed the purchase price paid for any products or services purchased through this site.

TAX LIABILITY: CEP is not responsible for any tax liability which may be imposed on the Customer as a result of participation in CEP or any loan or financing obtained through CEP. CEP may provide information on tax credits and other incentives, but CEP will not provide tax advice. Any communication by CEP is not intended or written to

be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

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