Snohomish County PUD

Program Rider: Existing Single Family Homes - Weatherization

This Existing Single Family Homes - Weatherization Program Rider (the "Rider") is subject to the terms and conditions of the Master Trade Ally Agreement (the "Master Agreement") dated _______ between the undersigned Contractor ("Contractor") and Public Utility District No. 1

of Snohomish County (the "PUD").

I. Program Description

Through the Existing Single Family Homes - Weatherization Program (the "Program"), the PUD provides financial incentives to its customers ("Customers") for the installation of qualifying weatherization measures (including Windows, Insulation, and Duct Sealing) in eligible existing single family homes when installed to Program specifications by a PUD Registered Trade Ally. A PUD Registered Trade Ally is authorized to provide the incentive as an instant rebate (referred to herein as "PUD Instant Rebate," "Rebate" or similar) to Customers for qualifying installations, and is reimbursed by the PUD according to the terms described in section III, after their work passes PUD verification.

II. Program Benefits

A contractor that meets the Program Requirements set forth in section III will be considered a PUD Registered Trade Ally and will be authorized to participate in the Program. PUD Registered Trade Allies receive the following benefits:

- May refer to themselves as a PUD Registered Trade Ally and may use the PUD Registered Trade Ally logo in accordance with Logo Usage Guidelines (available at <u>www.snopud.com/TAResources</u>) and as specified in the Master Agreement.
- 2. May offer eligible homeowners a PUD Instant Rebate on the installation of authorized weatherization measures, specified in section V.
- 3. Will be included in the Published List of PUD Registered Trade Allies (the "Published List") on the PUD website and/or in print lists for the measures indicated in section V.
- 4. Will receive periodic Program updates, newsletters and bulletins, and may be eligible for performance-based recognition and awards.
- 5. Will have access to specialized Program staff available for technical and process assistance Monday to Friday, 8AM to 5PM Pacific Time.
- 6. May be eligible for other "Special Program Benefits" as may be announced from time to time.

III. Program Requirements

To become and remain a PUD Registered Trade Ally (Weatherization), Contractor must comply with the terms and conditions of the Master Agreement and satisfy each of the criteria listed below, and must

remain in compliance throughout the term of the Master Agreement and this Rider. Once Contractor has met the required Program criteria, the PUD will issue a Program-specific notice informing Contractor that it is now a PUD Registered Trade Ally approved to participate in the Program. The Program criteria are as follows:

- Contractor must complete the Program Orientation and Training. Orientation provides an introductory overview of the PUD Trade Ally Network requirements and benefits. Training covers Rebate submission and eligibility requirements, Program equipment and installation specifications, performance requirements, quality control and termination policies.
- 2. Contractor agrees to install authorized measures in accordance with Program Specifications and adhere to Program eligibility requirements and Rebate qualifications. Program Specifications are at <u>www.snopud.com/TAResources</u>. Eligibility requirements and Rebate qualifications are outlined at <u>www.snopud.com/weatherization</u>. Contractor acknowledges that the PUD may, at any time in its sole discretion, modify these requirements and specifications.
- 3. Contractor agrees to assist Customers regarding Program requirements, eligibility, and in completing and submitting PUD Program Rebate Applications within the required time frame. Contractor will clearly indicate on all Customer estimates the equipment eligible for a PUD Instant Rebate and pass through all available Rebates to eligible Customers. Contractor will be solely responsible for verifying that a given Customer qualifies for a Rebate. In the event Contractor provides a Rebate for a party who is not eligible, the PUD shall not be responsible for payment of the Rebate to Contractor.
- 4. Contractor acknowledges that the PUD will reimburse the Contractor for qualifying Rebates under the following conditions:
 - a. Contractor issues the Rebate directly to the Customer as an after sales tax price reduction (i.e., on the Customer's invoice);
 - b. Customer has assigned their Instant Rebate to the Contractor; and
 - c. Contractor's work passes PUD verification.
- 5. Contractor acknowledges that all jobs are subject to verification by the PUD before reimbursement for the Rebate provided to the Customer will be made. In the event that Contractor provides services out of compliance with the Program specifications, Contractor agrees to be financially responsible for correcting the installation prior to the release of payment for said measures, and to complete any correction within thirty (30) days of receipt of notice. In addition, Contractor agrees to provide a written two (2) year parts and labor warranty on work performed under the program, and to replace any insulated glass unit which, within ten (10) years after installation, is found to have a defective seal, and to do so within a reasonable period of time and without charge to the Customer.
- 6. In addition to the requirements outlined in the Master Agreement, Contractor agrees that it will meet the following minimum performance criteria:
 - a. Complete and pass two (2) jobs within the past twelve (12) months;
 - b. Correct deficiencies within thirty (30) days of notice (or receive an extension by request); and
 - c. Provide up to date evidence of insurance coverage and licensing as required by the Master Agreement.

Contractor acknowledges that the PUD may modify such performance criteria at any time.

IV. Removal and Termination

To remain a participant in the Program and remain a PUD Registered Trade Ally, the Contractor must meet, and continue to meet, the standards agreed to in subsections 2-6 of section III. In the event Contractor fails to meet the standards listed in section III.2-5, the PUD may, in its sole discretion, remove Contractor from the Published List for a period of time, disqualify Contractor from participating in the Program for a period of time, or terminate the Master Agreement and this Rider.

Contractors who do not meet the minimum performance criteria described in Section III.6 are subject to the following penalties:

- For performance issues (items listed in III.6.a and b): Contractors who contact the PUD to develop a mutually agreed-upon, time-limited performance improvement plan will be given a six (6) month grace period. Contractors who do not contact the PUD or who are still not able to meet requirements by the end of their grace period may, in the PUD's sole discretion, be disqualified from participating in the Program and the Master Agreement and this Rider may be terminated.
- For missing deadlines (items listed in III.6.c and d): Contractor will be removed from the Published List for thirty (30) days. If the performance criteria have not been met after that time, Contractor may be disqualified from participating in the Program, and the Master Agreement and this Rider may be terminated.

Contractors may appeal removal, disqualification, or termination by sending a letter to the PUD Trade Ally Manager, within ten (10) days of receipt of the PUD notice, outlining why the PUD should reconsider its decision. Appeals will be reviewed by the Senior Manager Energy Services, and if successful, the Contractor may be reinstated with time-limited performance conditions. If the conditions are subsequently not met, the termination will become final. Contractors may re-apply to participate in the Program after twelve (12) months.

V. Authorized Measures

Upon completion of the steps outlined in this Rider and receipt of the Program-specific notice, Contractor will be authorized to offer PUD Instant Rebates for installation of the following in single family homes: (Check all that apply)

- □ Windows
- □ Insulation
- Duct Sealing

VI. Signature & Acceptance

Each party hereto represents that it has the authority to enter into this Rider and by his/her signature below accepts the terms and conditions hereof.

Public Utility District No. 1 of Snohomish County	Contractor:	
Ву:	Ву:	
Print Name:	Print Name:	
Title:	Title:	
Dated:	Dated:	