

Inland Power and Light Company's
Community Assistance for Residential Energy (CARE) Program

CONTRACTOR AGREEMENT

Pursuant to the terms of this Contractor Agreement (Agreement), _____(Contractor) will perform work for an Inland Power and Light Company's (Inland) member (Member) under the Inland Community Assistance for Residential Energy (CARE) program. The Contractor will treat the Member as a standard client of Contractor.

1. Contractor Work.

The work performed by Contractor under this Agreement for the Member under the CARE program constitutes the Contractor's "Work," and will consist of installation, modification, alteration, upgrade, and/or remodeling of weatherization systems, equipment, or items that qualify for the CARE program.

Contractor warrants that it shall have all personnel, subcontractors, and assets necessary to perform the Work prior to engaging any Member for the purposes of securing a contract from the Member for the Work.

Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution of the Work. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any appropriate public authority bearing on performance of the Work.

2. Indemnification.

Contractor shall indemnify and hold harmless Member and Inland, including its employees, trustees, agents, and assigns from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, or death, or to damage to property (other than the Work itself) including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any act or omission of Contractor or its subcontractor, agents or assigns, or anyone directly or indirectly employed by any

of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by Inland and/or Member.

3. General Liability Insurance.

Contractor shall have Independent Contractor's liability, Products and Completed Operations and Contractual Liability insurance (Contractor's Policy), covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or its subcontractor's) liability for bodily injury and property damage with a combined bodily injury (including death) and property damage minimum limit of \$2,000,000 per occurrence/all insured. Contractor shall add "Inland Power and Light Company" as additional insured to Contractor's Policy and shall provide a certificate of insurance to Inland showing proof of coverage.

Contractor must also have all required worker's compensation insurance current and up to date for all employees. All insurance requirements also apply to its subcontractors.

4. Subcontractors.

Contractor is permitted to employ the services of subcontractors in relation to the Work. If Contractor uses the services of subcontractors, the subcontractors must be insured at the same levels required of the Contractor. Contractor must supply the name and proof of all insurances stated above to Inland prior to the subcontractor providing services.

Prior to providing any services regarding the Work, subcontractors must sign an agreement stating that it/they agree to be bound by the terms of this Agreement. (Exhibit A to this Agreement).

All provisions of this Agreement applicable to the Contractor are also applicable to any subcontractor thereto.

5. Contractor duties and performance.

Contractor shall maintain professional, uniformed appearance and exercise due caution and courtesy when in contact with Member and Member's property. Contractor will not represent themselves as agents, representatives, or employees of Inland. For example, Contractor should not communicate Contractor is "*from* Inland Power and Light" or "*with* Inland Power and Light" but will always represent themselves as Contractor (using Contractor's professional name). Contractor may reference the program participation and may advise Member to contact Inland information and verification of Contractor's participation in the program.

Prior to the Work being performed, Contractor will present Member with a “Member Agreement” (Exhibit B to this Agreement) stating the service to be performed. Member must sign and authorize the Member Agreement prior to the Work beginning.

After the Work has been performed, Contractor shall present Member with a “Certification of Work Completed, Release, and Approval for Compensation” form (Exhibit C to this Agreement) for the Member to review and sign.

A signed, completed Certification of Work Completed, Release and Approval for Compensation must be submitted by Contractor to Inland Power and Light in order to receive refund (payment).

At the completion of the Work, Contractor shall present Member with a receipt for the Work performed, with no charge on the invoice. The contractor shall give a copy of the receipt to Member.

6. Contractor provided warranty.

Contractor shall provide a warranty to Member that guarantees proper function of the Work under and pursuant to the manufacturer’s guidelines and warranties. Contractor shall provide information describing the warranty coverage to Member.

Contractor shall make repairs to any extent necessary to honor the warranty at no charge to Member and at no charge to Inland.

7. Payment to Contractor.

Contractor will be paid by Inland after the Work is complete and Member has signed the Certification of Work Completed, Release, and Approval for Compensation stating the project is complete. Contractor must submit all required documentation for payment.

Payment will be made no more than 30 days after the required documents are received by Inland.

8. Term of Agreement.

This Agreement will continue until 30 days after either party notifies the other party of intent to terminate the Agreement in writing, provided that all projects in process must be completed according to the specifications of this Agreement.

9. General Provisions.

9.1 Notice. All notices must be sent to:

<u>Inland</u>	<u>Contractor</u>
Haley Puntney	Name:
10110 W Hallett Rd.	Address:
Spokane, WA 99224	
FAX: 509-747-7987	FAX:
Email: conservation@inlandpower.com	Email:

9.2 Survival and Severability. In the event any clause or provision of this Agreement shall be held to be invalid, then the remaining clauses and provisions shall nevertheless be and remain in full force and effect.

9.3 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Work and the CARE program. All other agreements, oral or written including change orders not to be modified except in writing are hereby merged into and superseded by this Agreement.

9.4 Binding. This Agreement shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

9.5 Assignment. Neither party shall assign nor transfer this Agreement or any rights hereunder without the prior written consent of the other.

9.6 Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement will not constitute a general waiver or relinquishment of any such terms of conditions, but such conditions and terms will be and remain at all times in full force and effect.

9.7 Governing Law, Venue. The performance and interpretation of this Agreement shall be governed in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be conducted in Spokane County Superior Court.

9.8 Attorneys' Fees. In the event that suit is brought in to enforce the provisions of this Agreement or to recover damages for breach thereof, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and litigation costs, including any attorney's fees, and court costs, expenses and other costs incurred on appeal, in addition to such other relief that may be granted from the other party.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

[SIGNATURES BELOW]

This Agreement is effective on _____, 202_.

Inland Power and Light Company

Contractor

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____