

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

## MEMBER AGREEMENT

\_\_\_\_\_(Member) and Inland Power and Light Company (Inland) hereby enter into this Community Assistance for Residential Energy (CARE) Program Member Agreement (Agreement) for certain weatherization improvements, upgrades, replacements, installations, and/or renovations under the CARE program to be made on the real property identified below.

### 1. Subject Property.

In furtherance of this Agreement, Member certifies that it is the member/owner/authorized agent for the property located at (the Property):

\_\_\_\_\_  
(Address)

The Member agrees that the Property has an electric heating system as the primary system. Electric heating is defined as either: (i) zonal electric heat including hydronic systems or (ii) electric forced air furnaces, with or without air conditioning.

### 2. Project Purpose and Scope.

As part of its Community Assistance for Residential Energy (CARE) program, Inland offers assistance for approved property weatherization improvements, upgrades, replacements, installations, and/or renovations for certain qualified individuals.

Member understands and agrees that the qualifying individual, whether it be the Member or a tenant or tenants, and any successors during the term of this agreement, are the intended beneficiaries of this Agreement.

Through the CARE program, a contractor will make certain authorized weatherization improvements to the property at no cost to the qualified individuals.

Member desires to enter into this Agreement in order to permit installation of said weatherization improvements under the CARE program.

### 3. Contractor.

A qualifying contractor (Contractor), and/or its subcontractors, will make energy efficiency upgrades at the Property at no cost to the Member and/or the tenant (if applicable).

**ALL WORK PERFORMED BY THE CONTRACTOR AND/OR ITS SUBCONTRACTORS IS THE CONTRACTOR'S WORK AND THE CONTRACTOR'S RESPONSIBILITY, AND NOT THE WORK OR RESPONSIBILITY OF INLAND. INLAND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE WORK PROVIDED, OR NOT PROVIDED, BY THE CONTRACTOR. INLAND MAKES NO WARRANTIES, CLAIMS, OR ASSERTIONS REGARDING THE WORK OR QUALITY OF WORK PERFORMED BY THE CONTRACTOR.**

**MEMBER UNDERSTANDS AND AGREES THAT ANY AND ALL CLAIMS REGARDING THE WORK OR QUALITY OF WORK PERFORMED BY THE CONTRACTOR AND/OR ITS SUBCONTRACTORS MUST BE SUBMITTED TO OR AGAINST THE CONTRACTOR AND NOT TO OR AGAINST INLAND.**

The Contractor will provide a copy of this Agreement to the tenant (if applicable) and secure the signatures of all applicable tenants.

Member will be provided the ability to inspect the work performed by the Contractor. Member agrees that it will, upon proper completion of the work, sign the Certification of Work Completed, Release, and Approval for Compensation form provided by the Contractor. The Member is permitted to review the Certification of Work Completed, Release, and Approval for Compensation prior to entering into this Agreement.

Member agrees that Inland is permitted to share meter usage data with Contractor and/or that Contractor is permitted to gather meter usage data in order for Contractor to monitor and analyze data regarding the efficacy of the efficiency upgrades.

**4. Rental Property (if applicable).**

If the Property is a rental property, Member certifies that it is the landlord for the Property, and Member identifies the following tenant(s) of the Property:

Tenant(s):

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

## **5. Additional Landlord Member Terms (if applicable).**

If the Property is a rental property and one or more of the tenants are the individual(s) qualified under the CARE program, in consideration of the installation of the weatherization improvement(s) at no cost, the Member agrees as follows:

- (1) "Rent" is defined as the tenant's monthly payment to the owner (non-subsidized housing) or the contract rent (subsidized housing).
- (2) The Member shall not raise the "rent" at any time because of increased value of the rental unit(s) due solely to the installation of the weatherization improvements.
- (3) For one year following the completion of the work performed by the contractor, the Member will not raise the "rent" of the tenant(s), provided, however, that the Member is entitled to raise "rent" to reflect tenants' prorated share of the following expenses actually incurred and documented by the Member:
  - (i) actual increases in property taxes for the Property;
  - (ii) actual cost of amortizing improvements to the Property (other than installation of the weatherization improvement(s)), which are accomplished on or after the date of this Agreement and which directly benefit tenants; or
  - (iii) actual increases in expenses of maintaining and operating the Property.
- (4) The Member agrees that the terms of this Agreement are incorporated into any other lease or agreement between the Member and tenant(s), and between Member and any successor tenant(s) during terms of this Agreement, and if there is any conflict between the provisions of this Agreement and provisions of such other lease or agreement, the provisions of this Agreement shall govern.
- (5) The Member agrees that the tenant(s), if any, shall have the right to enforce the above rent provisions if the Member raises rent in violation of the provisions detailed above.
- (6) Member agrees that Inland does not have any duty or obligation to enforce the tenant(s)'s rights under this Agreement.
- (7) Other than the provisions expressly detailed in this Agreement, this Agreement does not in any other way effect, alter, change, or amend any landlord tenant

agreement or in any other way effect, alter, change, or amend any applicable provisions of the Washington Landlord/Tenant Act.

## **6. General Provisions.**

**6.1 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.

**6.2 Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to 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.

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

**6.4 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.

**6.5 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.

**6.6 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.

**6.7 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.

**6.8 Term.** Other than the provisions of Section 5(2), this Agreement will expire one (1) year following the date of completion of the installation of the weatherization improvements at the Property.

**6.9 Indemnification.** Member does hereby release and pledge to hold harmless and indemnify Inland, its agents, contractors, trustees, and employees from any and all claims arising from the communications, planning, preparation, installation or operation of the weatherization improvements under the CARE program.

[SIGNATURES BELOW]

**Inland Power and Light Company**

**Member**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant** (if applicable)

**Tenant** (if applicable)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant** (if applicable)

**Tenant** (if applicable)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_