

Builder Terms & Conditions

SNOPUD GREEN HOME REWARDS PARTICIPATING HOMEBUILDER AGREEMENT Period January 1, 2024 – December 31, 2026

Introduction

This Agreement sets out the terms and conditions under which Participating Homebuilders can gain benefits by conducting work related to the design and construction of energy efficient new homes for Public Utility District No. 1 of Snohomish County PUD (“Snohomish PUD”). Participating Homebuilders gain benefits if they agree and adhere to the terms of this Agreement and all requirements outlined below.

Background

SnoPUD Green Home Rewards is one in a portfolio of solutions benefiting Snohomish PUD residential customers (“Participating Customers”). Snohomish PUD hired Performance Systems Development (“PSD”) as a subcontractor to implement SnoPUD Green Home Rewards.

Benefits for Participating Homebuilder Include

1. Appearance on Snohomish PUD website as a participating homebuilder
2. Access to a password-protected web portal to submit and track customer rebate submissions;
3. Access to marketing materials and related services to help promote SnoPUD Green Home Rewards and your business;
4. Notification of Snohomish PUD sponsored training on energy efficiency technologies and changes;
5. Participation in a network of like-minded professionals to share best practices; and
6. Feedback on your work and related customer satisfaction.

Requirements and guidelines

Participating Homebuilder shall:

Administrative requirements

1. Complete the SnoPUD Green Home Rewards registration fields, including providing the name, phone number, and email of Participating Homebuilder's contact for Snohomish PUD-related issues, a completed and signed W9 form, and a physical office address;
2. Attend an initial SnoPUD Green Home Rewards -sponsored training provided by PSD, either in person or online, to review policies and procedures, which are subject to change at PSD or Snohomish PUD's discretion; and
3. Advise PSD of any potential conflicts of interest or personal relationships that exist between Participating Homebuilder, or its staff, and any PSD employee.

Business requirements

1. Maintain the appropriate Washington contractor's license and any other relevant licenses such as L&I and meet all requirements of the Washington Department of Labor & Industries; and
2. Carry and maintain in effect insurance of the types and in the amounts that a prudent vendor in the industry would carry; and, if requested by PSD, furnish a certificate of insurance evidencing commercial general liability, automobile liability, and workers' compensation and employer liability policies.

If the Participating Homebuilder is unable to meet these requirements, they may submit, in writing, a Request for a Waiver to the SnoPUD Green Home Rewards Team at coordinator@snopudnewhomes.com. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the Participating Homebuilder is unable to comply with the terms of the requirement. Requests for a Waiver will be submitted to the program team and approved at the Snohomish County PUD's discretion and reserves the right to approve or reject any Request for Waiver.

Building Requirements

Participating Homebuilders will receive an incentive only for eligible homes that qualify for SnoPUD Green Home Rewards once the home has been constructed, has received a Home Energy Rating and all other SnoPUD Green Home Rewards

requirements have been met. Incentive funds will be paid on a first come, first served basis until December 31, 2026. Additionally, Participating Homebuilders requesting rebates for qualifying homes are obligated to the following:

1. Meet all requirements and building codes applicable to specific trade(s) set by the jurisdiction having authority in the area where work is performed;
2. Procure permits required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in SnoPUD Green Home Rewards;
3. Ensure that all jobs performed under SnoPUD Green Home Rewards meet all requirements and follow all guidelines of this Agreement;
4. Install equipment per manufacturer specifications and carries the manufacturer's warranty;
5. Provide Participating Customers with a minimum one-year warranty for labor and materials from the date of customer invoice for items impacting the energy efficiency of the home;
6. All homes submitted must receive a Home Energy Rating from a certified Home Energy Rating System (HERS) Rater and meet all SnoPUD Green Home Rewards eligibility requirements;
7. Provide SnoPUD Green Home Rewards representatives access to each home prior to occupancy to verify installation of measures, if requested; and
8. The Participating Rater retained by the Participating Homebuilder must submit incentive payment requests within 90 days of the Completed HERS Rating date or ENERGY STAR, or other authorized certification date, or prior to program year submission deadline, whichever is earlier.

If for any reason, an otherwise qualifying project does not meet the above criteria, the applicant may submit, in writing, a Request for Waiver to the SnoPUD Green Home Rewards at coordinator@snopudnewhomes.com. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. Snohomish PUD reserves the right to approve or reject any Request for Waiver.

Customer Service Requirements

1. Respond in a timely manner to all requests for information from Snohomish PUD and PSD
2. Notify PSD if no longer interested in participating in SnoPUD Green Home Rewards once enrolled;

Quality Guidelines

To help ensure Participating Homebuilders meet SnoPUD Green Home Rewards' standards, PSD shall inspect homebuilder-installed equipment and submitted rebate applications. PSD shall perform a desk inspection of every rebate application. PSD reserves the right to perform an on-site inspection of a Participating Rater's work for one of the first five (5) projects submitted. After the first on-site inspection, PSD will perform an on-site inspection on at least 5 percent of a Rater's Rated homes. PSD reserves the right to conduct selected inspections of any job. If a Rating fails to meet the energy modeling Standards, the Participating Rater, upon request from PSD, and at no additional cost to the Participating Homebuilder, shall have the obligation to make reasonable corrections to Rating that the Participating Rater has performed to bring such work up to the Standards. The corrections shall be completed within a reasonable timeframe specified by PSD. It is expected that the Participating Rater will take steps necessary to ensure that future work shall comply with the Standards. If corrections to the Rating cause the home to fail to meet SnoPUD Green Home Rewards eligibility requirements, the Participating Homebuilder will not receive an incentive for that home. The Participating Homebuilder may take corrective actions to make the home eligible, provided these actions are documented by the Participating Rater and the Participating Rater submits a new Rating reflecting these changes.

Marketing Guidelines

Participating Homebuilder may describe their firm as a "participating homebuilder" in SnoPUD Green Home Rewards. Participating Homebuilder shall not describe their firm as "approved," "certified," "accredited" or "recommended" by Snohomish PUD and shall not use any other descriptive term which might imply a special relationship with Snohomish PUD, or imply that Snohomish PUD warrants Participating Homebuilder's work. The specific phrase that may be used in marketing is: "[Participating Homebuilder name] is a participating homebuilder with SnoPUD Green Home Rewards." Participating Homebuilder shall not use the Snohomish PUD seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by Snohomish PUD. Participating Homebuilder shall not make reference to Snohomish PUD, or SnoPUD

Green Home Rewards, in any advertisement which makes claims or refers to a specific level of energy savings and dollar savings that customers may expect from energy efficiency products and services offered.

Termination Clause

PSD may, in its sole discretion, and upon written notification to Participating Homebuilder, terminate Participating Homebuilder from SnoPUD Green Home Rewards for good reason, including, but not limited to, if PSD cannot verify all items provided in Participating Homebuilder's application, if PSD obtains adverse information about Participating Homebuilder, if Participating Homebuilder is suspected of any fraudulent activity, if Participating Homebuilder persistently violates Snohomish PUD New Home Rebate standards or Participating Homebuilder otherwise fails to adhere to this Agreement.

Confidentiality

PSD understands the sensitive nature of certain data supplied by Participating Homebuilder as part of the SnoPUD Green Home Rewards. Any confidential customer, sales or price data provided to PSD or Snohomish PUD as part of SnoPUD Green Home Rewards will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. PSD shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. PSD may retain and use statistical, aggregated information to incrementally improve and develop its services and to create studies, research, products, or strategic planning regarding its services and may share such information with Snohomish PUD; provided that such studies, research, products or plans do not identify customers or Participating Homebuilder.

The cumulative sales information of all Participating Homebuilders may be used to generate progress and summary reports, which are required to evaluate the success of SnoPUD Green Home Rewards. These reports will be made available to the public but will not provide Participating Customer or Participating Homebuilder-specific information.

PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, SnoPUD Green Home Rewards is subject to public oversight and audit and therefore neither PSD nor Snohomish PUD can guarantee that any confidential SnoPUD Green Home Rewards data or other confidential information received from Participating Homebuilder or Participating

Customer will remain confidential. Neither PSD nor Snohomish PUD shall have liability to Participating Homebuilder or any other party resulting from any public disclosure of data or materials.

Indemnity

Participating Homebuilder shall defend, indemnify and hold PSD and Snohomish PUD and its respective affiliates, officers, directors, advisors, consultants, representatives, agents, successors or assigns, counsel and employees ("Indemnified Persons") harmless from and against any and all claims, demands, causes of action, suits and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or in connection with Participating Homebuilder's performance of its obligations hereunder, or sales, installation or performance of equipment sold under SnoPUD Green Home Rewards. Participating Homebuilder shall reimburse the Indemnified Persons for all expenses, including but not limited to attorney's fees paid or otherwise incurred in connection with any and all debts, demands, actions, causes of action, suits, accounts and/or covenants that enforce the provisions of this paragraph if either Participating Homebuilder's or Participating Homebuilder's insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

Statement

Snohomish PUD requirements, eligible equipment and incentives are subject to change at any time.

By clicking agree below, I certify that I have read and understood this agreement and thereby agree to the terms and conditions detailed herein. I have the authority to enter into this Agreement on behalf of my company.