

Rater Terms & Conditions

SNOPUD GREEN HOME REWARDS

PARTICIPATING RATER AGREEMENT

Period January 1, 2024 – December 31, 2026

Introduction

This Agreement sets out the terms and conditions under which Participating Raters can gain benefits by conducting work related to the design and construction of energy efficient new homes for SnoPUD Green Home Rewards. Participating Raters gain benefits if they agree and adhere to the terms of this Agreement and all SnoPUD Green Home Rewards requirements outlined below.

Background

SnoPUD Green Home Rewards is one in a portfolio of solutions benefiting Public Utility District No. 1 of Snohomish County (“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 Rater

1. Appearance on SnoPUD Green Home Rewards website as a Participating Rater;
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 sponsored training on energy efficiency technologies and SnoPUD Green Home Rewards’ changes;
5. Participation in a network of like-minded professionals to share best practices;
6. Feedback on your work and related customer satisfaction; and
7. Potential other benefits.

SnoPUD Green Home Rewards requirements and guidelines

Participating Rater shall:

Administrative requirements

1. Complete SnoPUD Green Home Rewards registration fields, including providing the name, phone number, and email of Participating Rater's contact for SnoPUD Green Home Rewards related issues, and a physical office address;
2. Attend an initial SnoPUD Green Home Rewards sponsored training, 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 Rater, or its staff, and any PSD employee.

Business requirements

1. Maintain any appropriate Washington contractor's licenses and any other relevant licenses, 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.
4. Maintain a current Home Energy Rating System (HERS) Rater certification through a RESNET accredited HERS Provider and comply with all applicable RESNET standards for all Ratings submitted to SnoPUD Green Home Rewards; and
5. Remain in good standing with regard to SnoPUD Green Home Rewards specific Quality Assurance protocols.

If Participating Rater is unable to meet these requirements, they may submit, in writing, a Request for 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 applicant is unable to comply with the requirements. 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.

Rating Requirements

1. Ensure that all jobs performed under SnoPUD Green Home Rewards, meet all requirements, and follow all guidelines of this Agreement; and
2. When conducting Home Energy Ratings, use tools that perform to manufacturer specifications and adhere to manufacturer's calibration requirements for each tool.

Submittal Requirements

1. Provide program representatives access to each home prior to occupancy to verify installation of measures, if requested; and
2. 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 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 Team 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 to eligible builders that contact them about products and services covered by SnoPUD Green Home Rewards within two (2) business days;
2. Respond in a timely manner to all requests for information from Snohomish PUD and PSD;
3. Notify PSD if no longer interested in participating in SnoPUD Green Home Rewards once enrolled;
4. Present only approved SnoPUD Green Home Rewards collateral, as instructed during training, to all participating builders; and
5. Ensure that relevant Participating Rater employees can accurately discuss SnoPUD Green Home Rewards with Participating Customers and Participating Homebuilders.

Quality Guidelines

Participating Raters shall meet the SnoPUD Green Home Rewards standards for work performed, rebate applications submitted, and customer satisfaction (Standards for Work Performed or “Standards”). PSD and Snohomish PUD will provide feedback on performance and adherence to the Standards and offer training to improve Participating Rater performance. At PSD’s discretion, Participating Raters shall be removed or suspended from SnoPUD Green Home Rewards if they continually violate Program policies or otherwise not adhere to the Standards or terms of this Agreement. The Standards are subject to change at PSD or Snohomish PUD’s discretion.

To help ensure Participating Raters meet SnoPUD Green Home Rewards’ standards, PSD shall inspect Participating Rater-verified 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 Participating Rater’s Rated homes. PSD and Snohomish PUD reserve the right to conduct selected inspections of any job. If a Rating fails to meet the Standards, the Participating Rater, upon request from PSD, and at no additional cost to the Participating Homebuilder, shall 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. Participating Rater agrees to 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 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 Rater may describe their firm as a “participating Rater” with SnoPUD Green Home Rewards. Participating Rater 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 Rater’s work. The specific phrase that may be used in marketing is: “[Participating Rater name] is a participating Rater in SnoPUD Green Home Rewards.” Participating Rater shall not use the Snohomish PUD seals, trademarks, service marks, company logos,

etc., in any advertising or solicitation of business unless pre-approved by PSD. Participating Rater 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 Rater, terminate Participating Rater from SnoPUD Green Home Rewards for good reason, including, but not limited to, if PSD cannot verify all items provided in Participating Rater's application, if PSD obtains adverse information about Participating Rater, if Participating Rater is suspected of any fraudulent activity, if Participating Rater persistently violates Program standards, or if Participating Rater otherwise fails to adhere to this Agreement.

Confidentiality

Snohomish PUD and PSD understand the sensitive nature of certain data supplied by Participating Rater as part of the SnoPUD Green Home Rewards. Any confidential customer, sales or price data provided to Snohomish PUD or PSD as part of SnoPUD Green Home Rewards will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. Snohomish PUD and PSD shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. Snohomish PUD and 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 Rater.

The cumulative sales information of all Participating Raters 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 Rater-specific information.

Snohomish PUD and 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 Snohomish PUD nor PSD can guarantee that any confidential program data or other

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

Indemnity

Participating Rater shall defend, indemnify and hold PSD and Snohomish PUD and its respective affiliates, officers, directors, advisers, 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 Rater's performance of its obligations hereunder, or sales, installation or performance of equipment sold under SnoPUD Green Home Rewards. Participating Rater 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 Rater's or Participating Rater's insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

Statement

SnoPUD Green Home Rewards 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.