COLORADO'S AFFORDABLE RESIDENTIAL ENERGY PROGRAM

AGENCY
EcoAction Partners
CONTACT INFORMATION
970 7281340

LANDLORD RELEASE AND LIABILITY WAIVER

Your tenant is applying for weatherization services provided by the CARE program. They will be eligible to receive free energy efficiency services that will help them save money on their utility bill and make their home more comfortable. Weatherization services include an energy audit and the installation of free energy efficiency measures in the home. **In some instances the program is not able to cover 100% of the cost of a measure. In these cases, the program will seek matching funds from you, the landlord. In these cases you will be presented with all options before moving forward.**

ENERGY EFFICIENCY MEASURE THAT MAY BE INSTALLED

- Air Sealing
- Attic Insulation
- Crawlspace Isulation
- CFL/LED
- Duct Sealing
- Floor/Belly Insulation
- Furnace/Boiler Replacement
- Furnace/Boiler Tune-Up
- Pipe Insulation
- Programmable thermostat
- Rim Insulation
- Refrigerator
- Storm Windows
- Wall Insulation
- Water Heater Blanket
- Low-flow aerators/showerheads

LANDLORD INFORMATION

First Name _____ Last Name _____

Address _____ City, State, Zip _____

Role (manager/owner) _____ Phone _____

LIABILITY RELEASE

Limitation of Liability: EcoAction Partners neither expressly nor implicitly warrants nor assumes any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of the Program or any services performed or equipment installed in connection with the Program. EcoAction Partners shall not be liable to you for indirect, consequential, special, or incidental damages arising out of the Program, whether in contract, tort (including negligence), or any other theory of recovery. EcoAction Partners shall not be responsible for the advice of the Home Performance Specialist or the work of the Home Performance Specialist or other persons or entities performing services under the Program who are not employees of EcoAction Partners. **Disclaimer of Warranties:** EcoAction Partners does not warranty the performance of the installed equipment either expressly or implicitly for a particular purpose, or for any specific level of energy savings or that the equipment or its installation, complies with any specifications, laws, regulations, codes, or standards. **Endorsement:** EcoAction Partners does not endorse any particular manufacturer or product associated with the Program. The fact that the names of particular manufacturers, products or systems may appear on a particular Program bid or other related documentation does not constitute an endorsement. Manufacturers, products, or systems not mentioned are not implied to be unsuitable or defective in any way. **Verification, Inspection, and Access:** EcoAction Partners representatives may request access to the property to ensure that energy efficiency measures were installed correctly. Prior to any authorization to disburse any Grant funds to a Participant's contractor, a Program representative may inspect the work and verify that the installed energy efficiency measures meet Program requirements. No warranty of any kind is implied by this verification process. Participant agrees to provide Program representatives reasonable access to the property for the purposes described in this section. **Right to Refuse Service:** EcoAction Partners has the right to refuse to perform services or end the audit/installation in his or her sole discretion in the event he or she determines that conduct or continuing the audit may be unsafe, unlawful, inappropriate, or not in compliance with these Terms and Conditions. Inappropriate behavior that may justify termination of the audit/installation includes, but is not limited to, unreasonable demands for service, threatening or offensive language, threatening or erratic behavior, and inappropriate contact. **Property Rights:** Participant represents that he/she has the right to install the energy efficiency measures at an eligible home and that if Participant is not the owner, Participant has obtained any necessary consents from the owner. **Media Release:** I agree to give the Program and their assigns, licenses and legal representatives, the irrevocable right to use my name, picture, portrait, or photograph, in all forms and media and in all manners, including composite, for advertising, trade, or any other lawful purposes. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. **Combustion Appliance Safety Provision:** I understand that the energy auditor is not a licensed heating contractor and that the auditor does not ensure my heating system is safe now or at any time in the future. As well, I understand that if the auditor does not recommend having a licensed heating contractor inspect my heating system, that does NOT mean my heating system is safe or that it does not need an inspection today or in the future. Additionally, if the inspection finds an unsafe condition in the home related to heating, carbon monoxide levels, mold, or other unsafe conditions, I understand that it is my responsibility to contract with a certified professional to remedy the situation. Failure to do so immediately might result in bodily harm, injury, or death.

SIGNATURE

My signature below indicates that I have read, understood and agree to the conditions of this agreement, that I am at least 18 years of age, and that I give consent for EcoAction Partners to perform energy efficency upgrades at my property.

Property Owner Signature _____ Date _____