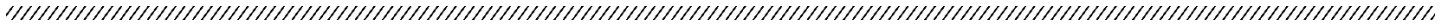


To be completed by Customer and Participating Contractor



Terms and Conditions

FORM: This form and all required documentation must be filled out completely, truthfully and accurately. Signers may wish to retain a copy of this form and any accompanying documentation submitted to Energy Trust under Energy Trust's Retrofit Program. Energy Trust will not be responsible for lost documentation pertaining to this request.

ELIGIBILITY: Funding is available to Energy Friendly Homes customers with detached single-family homes, manufactured homes, or eligible attached residential (duplexes, triplexes, fourplexes, townhomes, rowhomes) who are (i) Oregon residential electric service customers of Portland General Electric (PGE) or Pacific Power and (ii) Oregon residential natural gas service customers of NW Natural, Cascade Natural Gas or Avista, and (iii) Washington residential natural gas service customers of NW Natural. Funding for energy upgrades that help save on the cost of home heating are available to PGE and Pacific Power customers who heat their homes with electricity and to NW Natural, Cascade Natural Gas and Avista customers who heat their homes with natural gas. Funding for energy upgrades that help save on the cost of water heating are available to PGE and Pacific Power customers who heat their water with electricity and to NW Natural, Cascade Natural Gas and Avista customers who heat their water with natural gas. Eligible customers must also meet all other relevant Energy Trust or the City of Portland's Energy Friendly Homes program criteria. Final determination of eligibility shall rest solely with Energy Trust.

CUSTOMER: The person signing this form is signing on behalf of the Customer. By signing this form, Customer certifies that they are eligible for Energy Trust services and funding.

PROPERTY RIGHTS: Customer represents that Customer has the right to authorize site visit(s) and the installation of the energy upgrades on the property on which those upgrades were completed and/or installed and that any other necessary consent will be obtained prior to work beginning or any site visit(s).

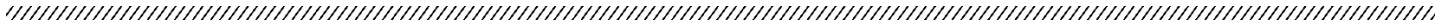
RENTAL PROPERTY OWNERS: If Customer is the rental property owner of the site, to be eligible for incentives, property owners must comply with applicable state and local affordability protections including adherence to Oregon Senate Bill 611 rent increase caps and tenant relocation assistance requirements. It also includes requirements to rent to income-qualified tenants at affordable levels, refrain from evicting tenants or raising rents due solely to energy improvements, and to comply with any affordability provisions for at least two years following receipt of incentives. Rental property owners additionally agree to comply with all laws and stipulations in tenant leases regarding notifications and access to tenant units receiving incentivized Home Energy Assessments or upgrades. By signing below, rental property owners acknowledge they have reviewed and will comply with all federal, state, and local laws and requirements associated with applied incentives.

ACCESS AND EVALUATION: Energy Trust and/or its representatives may request access to the property and may review and evaluate the property during and after completion. Customer agrees to provide reasonable access to the property for the purposes described herein.


INFORMATION RELEASE: Customer agrees that Energy Trust may include Customer's name, address, site information, Energy Trust services and resulting energy savings in reports and other documentation submitted to Energy Trust's Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, the Oregon Legislature, the City of Portland, Evergreen Energy Partners, and/or other organizations and government agencies, as necessary. The Participating Contractor understands and agrees that Energy Trust and/or its representatives may include a description of this form, including the company authorized representative's name, the company name, and tax documentation required by the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, the Oregon Legislature, funding utilities, the City of Portland, Evergreen Energy Partners, and/or other government agencies. Customer authorizes Energy


Residential

To be completed by Customer and Participating Contractor



DISCLAIMER / NO LIABILITY: Customer understands that, although Energy Trust may provide funding to support energy upgrades for the Customer, Energy Trust is not supervising work performed, nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any products and upgrades purchased. Customer assumes the risk of any loss or damage(s) that Customer may suffer in connection with its participation in the program, services received, site visits or upgrades. Energy Trust does not guarantee any particular outcomes or energy savings by its acceptance of the form, payment of an incentive, or by any other of its actions. Energy Trust's liability is limited to the amounts of any qualifying Energy Trust program incentive payment(s) owed to Customer or Participating Contractor, as applicable, and Energy Trust is not liable to Customer or Participating Contractor for any further amount or other damages, including but not limited to general, direct, incidental, indirect, punitive, or consequential damages.

| Customer Name and Signature | | | | |
|--|---|-----------------------|------------|--|
| <i>By signing below, Customer agrees to the terms and conditions above. Customer authorizes Participating Contractor to submit all necessary documentation to Energy Trust on Customer's behalf for all available Energy Trust funding for the energy upgrades installed through participation in the Energy Friendly Homes Program.</i> | | | | |
|  | | | | |
| Customer signature | Full name (please print and use same name as on invoice) | Date | | |
| Site Address | City | State | Zip | |
| Customer email address | | Customer phone | | |

| Participating Contractor Name and Signature | | | |
|--|--|--------------------------|--|
| <i>By signing below, Participating Contractor agrees to all relevant terms and conditions on this form. To receive incentives, all work must comply with Energy Friendly Homes installation standards and Energy Trust program requirements.</i> | | | |
|  | | | |
| Contractor signature | Full name (please print) | Date | |
| Company | OCCB# or Washington License # (Non-trade ally only) | Installation date | |