

**Conservation Consultants Inc.'s
HOME ENERGY SHOWCASE PARTICIPATION AGREEMENT**

This PARTICIPATION Agreement (the "Agreement") is entered on _____ (the "Effective Date") by and between Conservation Consultants Inc. (CCI), 64 South 14th Street, Pittsburgh PA 15203, and

Full Name: _____

Home or Property Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

YOUR INDIVIDUAL NAME, HOME OR PROPERTY ADDRESS, TELEPHONE NUMBER AND EMAIL HERE (hereafter referred to as "PARTICIPANT").

Whereas, CCI is a 501(c)3 nonprofit organization that helps families to create healthier homes and to get energy smarter;

Whereas, PARTICIPANT is a private individual representing themselves and all members of their household who reside at the same physical address or is a property owner of a residential building with up to 4 rental units ("property owner");

Whereas, the CCI's Home Energy Showcase is intended to be a friendly competition amongst homeowners and property owners in the Pittsburgh region who wish to reduce their building's carbon footprint and energy use and encourage other regional residents to follow their example to evaluate their home and/or residential property and to use the reported findings as a guide to action;

Now, therefore, for good and valuable consideration described herein, the parties agree as follows:

1. ROLES AND RESPONSIBILITIES

(a) CCI already has or will:

- Run and Manage the *Home Energy Showcase* program, including, but not limited to:
 1. Organize the framework for the competition and mechanism for general public participation.
 2. Develop rules, eligibility and scoring and judging criteria for determining the winners.
 3. Perform the "Sound Home Plan" home energy audit to PARTICIPANTS agreeing to participate in the Home Energy Showcase program, at a discounted \$375 standard

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patriciad@getenergysmarter.org; OR
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house¹ rate aligned with CCI's 2018 Sound Home Plan ("SHP", <https://getenergysmarter.org/sound-home-plan>) pricing.

4. Create all online and printed marketing and communications materials and conduct activity to publicize the program.
5. Publicize the need for and seek to spur the increase of energy efficiency adoption in residential homes in our region, as a necessary strategy for reducing environmental impacts and addressing the climate crisis.
6. Engage in actions listed in Home Energy Showcase Official Rules document ("THE RULES"), available at www.getenergysmarter.org/showcase, to execute the competition and assist PARTICIPANTS in achieving energy efficiency and energy use reductions in their homes.
7. Award the prizes to winning Participants, subject to and in accordance with THE RULES.

(b) PARTICIPANT:

- Has read and understands THE RULES, as specified in Home Energy Showcase Official Rules document, available at www.getenergysmarter.org/showcase, and specifically understands:
 1. Eligibility criteria
 2. Registration process
 3. Timeline and timeline-related actions needed from PARTICIPANT
 4. Categories of home improvement and conservation measures they may undertake as part of this Showcase
 5. Scoring strategy and rules for selecting the winners
- By signing and joining the competition, PARTICIPANT agrees (a) that PARTICIPANT is eligible to participate in accordance with THE RULES; and (b), the terms of which are incorporated by reference into this Agreement as if set forth in this document in full, and commits to adhere to them.
- PARTICIPANT agrees to purchase an SHP home energy audit at the discounted rate as set forth above.

2. PARTICIPANT'S RECRUITMENT INFORMATION/CREDIT FOR CLIMATE CATALYST PRIZE COMPETITION

I acknowledge the following individual who has informed me or encouraged me to join CCI's Home Energy Showcase:

N/A

(please print legibly, or mark "N/A" if none)

PARTICIPANT has learned about this program through:

(Please describe; examples include Nextdoor website, partner organizations, email, etc)

¹ For houses larger than 3,000 s.f. and with more than one furnace/boiler additional charges apply.

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3. TREATMENT OF PARTICIPANT'S PERSONAL INFORMATION

- PARTICIPANT will receive communications and reminders related specifically to execution of this Showcase. (By signing, PARTICIPANTS give their express authorization to be contacted by CCI.)
- Additionally, PARTICIPANTS will be automatically signed-up for the CCI newsletter from which PARTICIPANT can unsubscribe.
- CCI never sells its mailing list to any advertisers.

(a) By signing up for the Energy Showcase and to be eligible for prizes, PARTICIPANT (i) agrees to provide to CCI the following information; and (ii) grants to CCI the unconditional right to display the following information related to their home and home's performance on CCI's website, press releases regarding the Energy Showcase, and in social media without compensation, except where prohibited by applicable law:

1. Name of the PARTICIPANT (subject to consent granted in specification section (b))
2. Employer of the PARTICIPANT (subject to consent granted in Attachment 1 to this Agreement)
3. Annual energy use
4. Energy audit results and recommendations
5. Number of occupants in the house
6. The year the home was built
7. Size of the home (in square footage)
8. Municipality where the home is located
9. Carbon footprint associated with energy use in the home
10. Achieved energy reduction and the list of measures implemented
11. Participant-driven personal story, experience, and any comment/feedback/sharing of how the process of improving one's home is going, including a story of PARTICIPANT's own motivation and/or agreeing to interview, for the purpose of social media content. PARTICIPANT'S personal story will take the form of quotes, pictures, videos, anecdotes, OR any combination of content described. These will be used to create social media posts/newsletter/promotional content for the Showcase. At least one piece of content (quote, picture, video, or anecdote) must be provided by the PARTICIPANT as part of the Showcase.

(b) PARTICIPANT has the right to limit displaying of their name to only their first name and initial, and/or to an anonymous way, except for the time of announcement of the prizes, should they win. Please indicate your preference by checking one option:

Full name can be used

First name and initial

Pseudonym; please provide: _____

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- (c) PARTICIPANT grants CCI the unconditional right to use and publish PARTICIPANT's quotations and any contributed content in all marketing materials, social media and other promotions about the Home Energy Showcase during the program and afterward without limitation for a period of five years following conclusion of the agreement term all without compensation, except where prohibited by law.
- (d) CCI may additionally ask PARTICIPANT for the permission to take or use photographs and/or audio-visual content with images of PARTICIPANT, their family and/or their home (before and after images, etc.), if not contributed by PARTICIPANT, subject to PARTICIPANT granting this permission, for publicity purposes without compensation, except where prohibited by law.

4. TERM

The Agreement will take effect beginning on Effective Date and end at the conclusion of the competition, provided, however that Sections 1(a)(6), 1(a)(7) and 3 shall survive the termination or expiration of this Agreement.

5. PAYMENT

Unless otherwise agreed to in advance by both parties, payment for the required SHP home energy audit will be handled as follows:

CCI will collect payment from PARTICIPANT at the time of the energy audit. No other remuneration will be exchanged between CCI and the PARTICIPANT in for activities and services outlined in this agreement during the term of this agreement, unless the PARTICIPANT earns a reward in accordance with one of the prize categories as set forth in THE RULES. Awardees will receive, from CCI, the prize amount described in THE RULES.

"Participating SHP Contractors" are home performance contractors independently responsible for their work. It is not necessary to engage or utilize the services of a Participating SHP Contractor to participate in the Home Energy Showcase, nor will the utilization of a Participating SHP Contractor affect the scoring or evaluation of winning efforts in any prize category. To the extent a PARTICIPANT elects to engage and/or utilize a Participating SHP Contractor to perform services, payment arrangements for this work are at the sole discretion and responsibility of the PARTICIPANT and, such engagement/work shall be performed upon such terms and conditions as may be independently negotiated and agreed to between PARTICIPANT and Participating SHP Contractors.

6. PRIZES

All PRIZE information is highlighted in Home Energy Showcase Official Rules document (THE RULES).

7. CONFIDENTIALITY

Both parties and their employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner, any information that is identified as proprietary to the other party, except the information specifically listed in this Agreement as to be made public. Parties and their employees, agents, and representatives will protect such information and treat it as confidential. This provision will continue to be effective after the termination of this Agreement.

8. INSURANCE

CCI maintains professional liability insurance and will do so throughout this agreement. PARTICIPANT verifies with their signature on this agreement that they maintain homeowners' or landlord insurance and will do so throughout this agreement.

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9. RELEASE, WAIVER AND INDEMNIFICATION

As a condition of participating in the Home Energy Showcase, PARTICIPANT, on behalf of PARTICIPANT and for his/her heirs, assigns, executors and administrators, hereby unconditionally release and hold harmless Conservation Consultants, Inc., its officers, directors, agents, employees, and affiliates (collectively, "Releasees") from any and all actions, damages, claims, losses, demands and expenses, which PARTICIPANT now have or may acquire by reason of or relating to the Home Energy Showcase, participation in the competition set forth in THE RULES, any prize that is awarded, PARTICIPANT's use of such prize, or the use of my name, likeness and other publicity as set forth above, including but not limited to personal injury or death.

PARTICIPANT agrees to indemnify and hold CCI harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Home Energy Showcase or that result from the acts or omissions of CCI, and/or CCI's employees, agents, or representatives.

PARTICIPANT further agrees to fully indemnify CCI from any damages that may result from work recommended in their energy audit report or other reports associated with the Home Energy Showcase program. Any damages claimed by PARTICIPANT in relation to work performed by contractors in PARTICIPANT's home are solely the responsibility of the contractor performing the work.

CCI will provide information guides and DIY resources, but such guides and resources are offered by CCI purely for general informational purposes for the convenience of the public and CCI does not take any responsibility for the quality or applicability of the work performed as DIY.

It is solely the responsibility of PARTICIPANT to ensure that any home performance improvement to be taken into consideration by CCI as part of the Home Energy Showcase is completed by the deadlines set forth in THE RULES. CCI is not responsible for delays due to contractors' schedules who may not be able to perform the work on PARTICIPANT'S home in time before the competition closes. **It is essential to start on the process of getting quotes and making plans for improvement as soon as possible after signing up for the Showcase** and receiving an energy audit report.

By participating in the Home Energy Showcase participants agree to release, discharge, and hold harmless sponsor, its respective parents, affiliates, subsidiaries, advertising and promotion agencies, and other individuals engaged in the development or execution of this competition, from any liability, claims, losses, and damages arising out of or relating to their participation in this competition or the acceptance, use, misuse, or possession of any prize received in this Showcase.

10. WARRANTIES

CCI warrants that it will conduct its energy audits in accord with standards outlined by the Building Performance Institute.

PARTICIPANT hereby represents and warrants to CCI that all information and materials submitted by PARTICIPANT to CCI in the course of registering for, and participating in, the Home Energy Showcase shall be true, correct and accurate in every respect.

11. FORCE MAJEURE

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism,

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storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. Notwithstanding anything to the contrary set forth herein, PARTICIPANT assumes all risk for the timely completion of all work to be evaluated by CCI for purposes of this Home Energy Showcase, and delays on work to be performed due to Force Majeure shall not affect the deadlines in THE RULES applicable to the work and documentary submissions to be evaluated by CCI in accordance with THE RULES, nor shall Force Majeure require CCI to, or otherwise affect CCI's obligations to, account for any work or documentation not completed/submitted in accordance with the timeline requirements set forth in THE RULES in CCI's evaluations or determination of winners in the prize categories.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes prior written or oral agreements between the parties.

13. AMENDMENT

This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, by email, by phone, or by certified mail, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. CONSTRUCTION AND INTERPRETATION

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

AGREEMENT TO PARTICIPATE

Please sign below. Signing the agreement is required for participation in the Energy Showcase.

I, the undersigned, agree to the terms laid out in this AGREEMENT for the **Conservation Consultants Inc.'s Home Energy Showcase**

PARTICIPANT Signature: _____

PARTICIPANT Printed Name: _____

Date: _____

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HOME ENERGY & CARBON FOOTPRINT PLEDGE

CCI encourages PARTICIPANTS to also sign the Pledge below.

CCI's Home Energy Showcase is designed to help homeowners make a commitment to improving their home with an emphasis on energy and carbon reduction, and the first step is making a plan. Upgrading one's home can be a large, but rewarding, investment. In order to tackle some of the upfront costs associated with home performance upgrades, it is imperative to choose a point to start and continue to work towards an overall goal to decrease your home's carbon footprint and to reduce energy usage and waste in your home.

I, _____, pledge to continue improving my home – decreasing my carbon footprint and lowering my energy waste during CCI's Home Energy Showcase and beyond. By signing this, I pledge to review my Energy Audit annually for the next 5 years on Earth Day (April 22) and to each year refresh my personal goals for carbon reduction in my home or residential property.

PARTICIPANT Signature: _____

PARTICIPANT Printed Name: _____

Date: _____

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ADDITIONAL PROVISIONAL PERMISSIONS (Attachment 1)

PERMISSION TO IDENTIFY EMPLOYER

I, _____, hereby agree

CHOOSE ONE ONLY:

CCI may identify my employer by name

CCI may not identify my employer by name

in publicity materials related to my participation in Home Energy Showcase competition run by Conservation Consultants, Inc. Agreeing to disclose your employer's name implies that PARTICIPANT bears full responsibility for complying with any required associated policy of their employer.

PARTICIPANT Employer's Name*:

** If disclosure is permitted*

PARTICIPANT Work Title*:

** If disclosure is permitted*

PARTICIPANT Signature:

DATE:

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