I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the following terms and conditions of the Cambridge Energy Alliance Solar Hot Water Project:

 I have entered into a contract with a contractor (the “Primary Installer”) to design and construct a solar hot water system (a “System”) pursuant to the Solar Hot Water Project (the “Project”) at my property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Building”).

**System Owner Eligibility**: I have met all of the Project and System requirements as set forth in the Massachusetts Clean Energy Center Commonwealth Solar Hot Water Program and the Massachusetts Clean Energy Center has granted me a Rebate Award. I have completed the attached Cambridge Energy Alliance Solar Hot Water Program Application (the “CEA Application”), which I have completed and submitted. I represent and warrant that I am the lawful owner of record of the Building that will be served by the System or the owner of the System, and that the Building served by the System is used year-round. I represent and warrant that I have accurately disclosed the total value of all rebates and awards in the CEA Application that I have submitted. I understand that the Cambridge Energy Alliance reserves the right to withhold the rebate if the installed System does not meet Project and System requirements.

**Performance Monitoring**: I agree to provide utility bill account number(s) or billing records from the heating fuel provider for the Building or units served by the Systems I have installed pursuant to the Project. I agree to allow the Cambridge Energy Alliance to collect data for at least twelve (12) months of operation of the System following its installation and to allow the Cambridge Energy Alliance to compare the data collected to the data from the previous twelve (12) month period. In the event that I relinquish ownership of any System that I have installed pursuant to the Project during the monitoring period, I agree to notify the Cambridge Energy Alliance in writing immediately. I understand and agree that the data received by the Cambridge Energy Alliance shall be deemed to be a public record subject to public disclosure pursuant to Massachusetts General Laws Chapter 66.

**Post-Installation Work Verification:** I understand that the Cambridge Energy Alliance reserves the right to withhold payment of any rebate until it has performed a verification of the installation of the System(s) that was (were) installed pursuant to the Project. Such verification may include on-site inspection or review of financial documents. I agree to allow access to the Building and to the System(s) by the Cambridge Energy Alliance, designees, representatives and assignees for the purpose of conducting a post-installation work verification, provided access is made during normal business hours and that I have received prior notice of the desire to access the System(s). I understand that the Cambridge Energy Alliance reserves the right to access financial documents to confirm the total value of all rebates and awards I have received. If the Cambridge Energy Alliance determines that I received additional funds with respect to the System that I did not disclose on the CEA Application, then the Cambridge Energy Alliance reserves the right, at its sole discretion, to rescind the rebate or adjust the rebate amount, which could result in my having to return funds to the City of Cambridge.

**Changes to the Project:** I understand that this rebate program is subject to change. The Cambridge Energy Alliance reserves the right to adjust these terms and conditions as necessary. I acknowledge that the purchase and installation of a System is at my own cost and risk.

**Indemnification**: I agree to indemnify, defend and hold harmless the City of Cambridge, the Cambridge Energy Alliance, and their successors, officers, directors, employees, agents, contractors and affiliates from any and all claims, actions, causes of action, demands, damages, costs, loss of services, expenses and compensation and also all claims or rights of action for damages related to or arising out of the Project, including, but not limited to, violations of any federal, state or local law, rule or regulation.

**Tax Liability:** I understand that the Cambridge Energy Alliance is not responsible for any tax liability which may result from my receipt of any rebates.

**Rebate Payment.** I understand that the Cambridge Energy Alliance shall pay the rebate to the payee that I designated in my completed CEA Application (the “Payee”) within sixty (60) days of the Cambridge Energy Alliance’s receipt and acceptance of the CEA Application and this signed agreement (as determined at its sole discretion). Upon meeting the aforementioned requirements and with no changes to the System or its ownership, I understand that the Payee shall be paid a rebate in an amount calculated in accordance with the incentive calculated for the Project set forth in the CEA Application. I acknowledge that, even though I may have chosen to have the rebate paid directly to a third party Payee, I may still be considered the taxable entity for Federal and State income tax purposes. However, I agree that nothing herein constitutes or shall be construed as tax advice and I should consult a tax advisor for any such tax advice.

**SIGNATURE**

I hereby affirm that all of the information submitted in the CEA Application is true to the best of my knowledge and that this is a valid and binding agreement between me and the Cambridge Energy Alliance. I hereby agree to all of the Terms and Conditions set forth in this Agreement and all other Project and System requirements set forth in the CEA Application.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Installer Date

Print name of Installer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of System Owner Date

Print name of System Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_