



Client Contract

CLIENT INFORMATION

This agreement is made on _____ (MM/DD/YYYY) between Home Energy Saving Analysts ("HESA", "we", "us") and the person or company listed immediately below ("Client", "You"):

Name (first, last)

Company Name (if any)

Street Address (your home or company address, whether the same or different from the subject Property)

City, State, ZIP Code

Landline phone

Cell phone

Email address @

The property associated with the Services to be provided ("Property") is located at:

Street Address (if same as above write "same".)

City, State, Zip Code

include the preparation of a report, using Energy Pro or other software approved by the State of California, that describes cost-effective means of saving money on gas, electricity and other energy sources and reducing your carbon footprint. We also provide related services and follow up services. We may use subcontractors or employees.

The services you are ordering are initialed or checked below:

Initials	Service	Price
	Home Energy Analysis and Report (includes blower door test and duct test when needed, for homes less than 3000 square feet with no more than one heating/air conditioning unit)	\$450
	Each additional 1000 square feet or fraction thereof	\$50
	Each additional central heating/air conditioning unit	\$75
	Detached garage or other detached structures	by quote
	Energy modeling to predict cost effectiveness	\$350
	Home Energy Analysis and Report with Modeling (homes less than 3000 square feet with no more than one heating/air conditioning unit)	\$795
	Retest after improvements are made	by quote
	Separate Blower Door Test of Envelope Overall Leakage	\$225
	Separate Duct System Leakage Test	\$195
	Energy Efficient Mortgage analysis	by quote
	Consultation on specific energy efficiency improvements and other Custom Services, as described below	\$95 per hour
	Travel, when site is further than 30 miles from Santa Cruz, CA. Travel costs will be added to invoice.	\$0.58 per mile

SERVICES TO BE PROVIDED

You are contracting with Home Energy Saving Analysts to perform the task(s) initialed below related to the measurement, testing and analysis of the energy features of the Property ("Services") by a certified home energy efficiency analyst ("Analyst"). Our services may

Check one or both:

- deliver report via US mail
- deliver report via email

See the final page of this contract for a description of each of these Services.

Custom Services:

The total cost to you of the services checked or described above (the "Services") will be \$_____. See *Money Back Warranty* and *Payment* paragraphs below. A deposit of \$_____ is due and payable upon signing this contract.

If our Services require work at the Property, an appointment is scheduled for _____ (MM/DD/YYYY.)

You may reschedule this appointment with two (2) or more business days' advance notice. We will reschedule a new date based on our availability. We reserve the right to reschedule an appointment should unforeseen circumstances arise. We agree to complete the Services within seven (7) business days of the site visit as scheduled or rescheduled unless another date is listed in Custom Services above.

EQUIPMENT LOAN

You acknowledge the receipt of the following loaned equipment that is being left at the Property for purposes of monitoring energy consumption, and agree to allow us to pick it up immediately after the loan period, or to promptly ship it to us:

1. _____
2. _____
3. _____
4. _____
5. _____

AUTHORITY TO CONTRACT

You and we both represent and warrant that we have the legal right to enter into this contract.

THE PROPERTY IS RESIDENTIAL

Our Analysts are certified to provide state-required ratings only on properties classified as residential under Title 24 of the California Code. To the extent state laws or regulations require that the Services are to be provided on residential properties only, you represent and warrant that the Property is classified as residential.

USE OF REPORTS, WORK PRODUCT

If the Services include the delivery of a written or electronic report, you are hereby authorized to use the report for any purpose that is consistent with this contract, including without limitation, to obtain contractor bids, to obtain improvements or equipment, to compare with other energy analyses, to share with third parties in connection with a potential sale or encumbrance on the Property, and to submit to any governmental agency. This authorization in no way constitutes a license from us to you to use any intellectual property of HESA, including without limitation, HESA's copyrights, trademarks, trade design or trade secrets.

We may be required to deliver certain types of reports to governmental authorities and you hereby authorize us to deliver them without further approval from you. You also authorize to upload data to a non-public online database controlled by a recognized authority if necessary to prepare a report.

If you specifically request it, we may be able to provide you with a draft of any such report in advance of its filing with the authorities. You may also request that we return under a new contract for re-inspection after improvements or repairs, prior to filing of documents, provided that the law and the policies of the authorities involved allow us to do so. Under no circumstances do we accept liability for filing reports with such authorities, even if you have asked us not to.

Notes, forms, computer files, all other intermediate work products and copies of any reports submitted to you and/or any authorities remain our property indefinitely. Retaining them will make it faster for us to assist you in the future, if needed. Such retained records may be subject to our promise of confidentiality and document retention policies. See *Client Confidentiality* below.

CLIENT AUTHORIZED TO GRANT ACCESS

You represent and warrant that you are the current record owner of the Property or that you are otherwise legally authorized to grant

access to the Property for the Analyst and other of our personnel, whether employees or independent associates connected with us, or contractors or other personnel selected by you that need to work with us. You represent and warrant that no personnel of HESA will be trespassing or violating any court order or other legal requirement, or the rights of third parties by visiting the Property for inspection, verification, or delivery of the report or any other reason connected with the Services. If your status changes in a way that affects our work, you agree to notify us immediately.

ENERGY INSPECTION ONLY

Our services include only energy inspection and analysis, energy modeling, efficiency improvement planning and verification, and Home Energy Rating Services (HERS) certification work. Solar equipment is inspected only at extra charge. The services you are contracting for are not a full "home inspection," a termite inspection or a safety inspection. We may report on issues outside our area of expertise that we find incidental to any inspection of the Property, but you agree that we will not be liable in any way for any issues or problems we identify that is not within the scope of the Services. If we should report on a gas, electrical or other safety issue, you should not assume that the equipment involved is otherwise safe and, you agree to obtain independent review of any issues or problems so identified.

We do not check your house for compliance with building codes or other regulations, except in the case of a test required under Title 24 of the California Code. We are an independent company and do not represent or act as agents for Pacific Gas and Electric or any other entity.

Our Home Energy Analysis and Report service includes a single visit to the Property to make measurements and tests and collect other information. In most cases, we will not return for a second visit. We can return to the property for further work under a supplemental contract.

SINGLE BUILDING, CONDITIONED AREAS INCLUDED

Unless otherwise specified under the Services to Be Provided above, we will only measure, test and report on a single building. This includes any attached garage, loft or other area that is part of the main residential structure, but not any detached living space, garage, workshop, studio or other outbuilding. We are glad to analyze such outbuildings as a custom service for additional fees. We identify which areas of the building are conditioned (heated or cooled), and include only conditioned area in the energy analysis, since unconditioned areas do not use significant heating or cooling energy, though they may provide shade or protection from weather.

ESTIMATED IMPROVEMENT COSTS ARE NOT BIDS

Any dollar costs of potential improvements listed in our Home Energy Analysis and Report are based on typical recent costs in California. These dollar costs are only estimates, not bids or quotations, unless you specifically request that bids be included and they are identified as such in the report. Contractors' bids may be higher or lower than the dollar estimates in our report. As a homeowner you may perform recommended upgrades yourself or hire a contractor, and the choice of contractor is entirely yours.

To maintain our independence and impartiality, we do not sell contractor services or products, and we do not represent or receive any compensation from contractors, manufacturers or retailers. We may let you know about various local contractors we believe specialize in certain types of energy improvements, or about products that you can use. Our mention of a contractor, manufacturer or vendor or appearance of any of these on our list does not imply an endorsement, referral or warranty, and we disclaim any liability for work done by other companies or the suitability or correct functioning of products you may buy.

HAZARDOUS CONDITIONS AT PROPERTY

Prior to any visit to the Property by us, you agree to notify us of any unhealthy, unsafe or hazardous conditions at the Property, including but not limited to mold, mildew, toxins, dangerous pets, fuel leaks, contagious illness in the household or weak structures, and to discuss with us any ways of eliminating or reducing our exposure to such conditions.

You acknowledge that we typically conduct tests that change the air pressure in the house and any duct system, using tools such as a blower door or duct tester, and that such pressure changes may disturb any existing mold, mildew or other hazardous materials, potentially releasing material into the air, a possible health hazard. You may choose for us not include such tests in our inspection and should notify in advance of our testing of your decision. An audit conducted without these tests still contains many useful recommendations. If you choose for us to proceed with such tests, you agree to assume liability for any unhealthy conditions that result and to hold us harmless and indemnify us against any claims made in connection with such conditions. See *Limitation of Liability* and *Indemnification* sections below.

ASSUMPTION OF RISK

If our work includes the monitoring of electrical loads, you permit us to expose electrical components bearing potentially lethal electrical voltages and acknowledge that touching or disturbing these components can prove harmful or cause fires. You agree to protect people

and animals from coming into contact with the components for the duration of the monitoring by securing the area involved against intrusion and/or warning people of the danger. You agree to notify us immediately if you find you cannot continue to provide such protection. You agree to indemnify and defend us against claims resulting from injury or damage incurred in connection with such monitoring.

INACCESSIBLE AREAS

The most accurate energy audit requires full access to the interior and exterior of the Property, including the roof, and any attic or crawl space. The Analyst will not examine structures or rooms or other areas that you ask him or her not to visit, or that, in the opinion of the Analyst, would endanger the health or safety of anyone (including the Analyst), or that might result in damage to the Property or equipment used by the Analyst. You acknowledge that the Analyst may have to make estimates about such areas that may reduce the accuracy of any analysis included in the Services. We accept no liability for reporting conditions in such inaccessible areas.

CODE COMPLIANCE

California building codes, including the Title 24 Energy Code, local ordinances, and other laws and regulations ("Regulations") limit the changes and improvements you can make to the Property. We agree to use our best efforts to provide recommendations that are in accord with such Regulations. You agree to disregard any recommendations that we make that are not in accord with current Regulations, and to hold us harmless for any violations of Regulations connected with our recommendations.

WARRANTIES

OUR ANALYSTS ARE CERTIFIED

We warrant that the principal Analyst who visits the Property to perform the Services is certified as a home energy efficiency analyst by a Home Energy Rating Services (HERS) Provider in accordance with the laws and regulations of the state of California. Our Analysts are certified to conduct energy ratings and analyses of residential buildings.

COMPLIANCE WARRANTY

When you contract for a Service that is regulated by the State of California, we warrant that our work complies with applicable laws and regulations, including Title 24 of the California Code.

MONEY BACK WARRANTY

We are so confident that we will find significant cost effective potential improvements to the Property that we make the following money back warranty: If the potential improvements in our report are not projected to save more than our fees, as described above, in less than one year, then you can request a refund of your deposit within 30 days after delivery of our report, and we will refund the entire deposit. You will owe nothing.

This offer applies only to homes completed before 1992 and not substantially remodeled since, which have not previously had significant energy efficiency upgrades performed.

ACCURACY OF RESULTS

Any measurements, tests and analysis that we perform on the Property are generally considered by the state of California and the energy industry to be suitable for identifying the causes of energy inefficiencies and for planning cost effective energy improvements, or complying with Title 24 Energy Efficiency Standards. Various errors, usually minor, are introduced through equipment or procedure accuracy limitations, or by the inaccessibility of structures or the unavailability of useful information. Accordingly, we do not warrant any specific level of accuracy in the figures we report. The quantitative information in our report should not be relied on for engineering purposes including HVAC-related work.

Because your energy use following improvements that we recommend depends on the quality of products and services selected by you, and the changing patterns of weather and your energy use in the Property, and changes in utility rates, **we cannot warrant that energy and cost savings projected by us will be realized in practice.** Your savings may be higher or lower.

DISCLAIMER OF OTHER WARRANTIES

Other than the warranties explicitly stated above in this section, no other warranties are expressed or implied in this contract, including without limitation the warranties of non-infringement, merchantability, and fitness for a particular purpose.

No one associated with us, including without limitation, the Analyst, is authorized to make warranties other than the ones contained in this section and any such additional warranties made are hereby null and void.

We make no warranties or representations whatsoever regarding any goods or services or information provided by third parties pursuant to your use of our Services and we shall not be a party to such transactions or be liable for any costs or damages arising either di-

rectly or indirectly, from the actions or inactions of such third parties.

CLIENT CONFIDENTIALITY

We agree to use our best efforts to hold information collected about the Property by us that is included in our notes, forms and written reports in confidence, and to share it only among our employees, subcontractors, or people you authorize to work with us. We will use our best efforts to protect it with the same measures we use to protect our own confidential information.

Our promise of confidentiality does not apply to information that is in public records or has otherwise previously been made public, or which later becomes public through no act on our part, or is legitimately received from a third party. We may, without liability, disclose such information when you provide us advanced written permission to do so, or when required to do so by a court or otherwise required by law, or by any public official acting in their official capacity, or by representatives of a HERS Provider or other rating authority authorized to exercise quality control over our work. Also, to produce your energy efficiency report, we may upload certain data regarding the Property to a non-public computer server for cost effectiveness calculations. Our obligations under this section continue indefinitely, even after termination of this agreement.

You may decline the following provision by initialing the area following this paragraph. After the written report related to the Property has been purged of any information identifying you or the street address of the property, or other information that might identify you or the Property, we may provide it to professional organizations, potential clients or others, or include a description of work we did for you in a case study with no identifying information. []

PRIVACY

Your privacy is important to us. We may collect and store information about our relationship with you, including information in this contract. We will not sell, rent, or furnish your name or specific information regarding you to any third party, except as required by law or as required by a HERS Provider or other rating authority for calculating reports or providing quality control over our work. We may provide colleagues, professional associations, and government bodies or others with aggregate information about our clients, prospective clients and our business.

OPTIONAL PUBLICATION RELEASE

Initial below if we can identify you as a customer by name and city (no street address, phone number or email), place your report (minus the same identifying information) and a synopsis and any comments received from you on our website and otherwise describe out work with you in media, without needing to review the published material with you, and without compensation:
[]

EXPERT TESTIMONY

We are not primarily in the business of providing expert testimony or written evidence in legal proceedings. We do not claim to be expert witnesses. However, if our work becomes relevant to a legal proceeding, you may then contract with us, in a contract separate from this one, to provide evidence or testimony at our then-prevailing hourly rate for such work.

PAYMENT

You agree to pay any balance due for our services at the time of delivery of the written report, electronic PDF file report or other deliverable and an invoice, by personal or company check. If payment is not received at that time, we reserve the right to charge 1.5% per month on any unpaid balances.

LIMITATION OF LIABILITY

We shall not be liable for any loss, injury, claim, liability or damage of any kind arising out of or resulting in any way from our performance of the Services, including any visit to the Property or the information or the content of reports or verbal statements made by us.

In no event shall we be liable to you or a third party for any consequential, exemplary, or incidental damages, including but not limited to any lost profits, data, savings, or revenues, arising out of or in connection with this contract, whether under tort, contract, or other theories of recovery, even if we have been advised of the possibility of such damages.

In no event shall we be liable to you or any third party for any amount in excess of the fees actually paid by you for the Services, whether under tort, contract, or other theories of recovery.

INDEMNIFICATION

You will indemnify and hold us harmless against any claims or losses imposed on, incurred by, or asserted against us as a result of or relating to any noncompliance by you with the terms and conditions of this contract and against any third-party actions related to or arising

from your use of our Services, including any reports delivered by us, whether authorized or unauthorized under this contract.

TERMINATION

This contract shall terminate automatically following the completion of the Services.

In addition, you or we may terminate this contract for any reason prior to our performing any work under it – in this case you owe us nothing—we will return your deposit and have no further obligations. After we have begun work, you may still terminate at any time, but you must pay for the work performed up to that point at our hourly rate, payment to be received in full at the time of termination, and in this case you are entitled to any intermediate work product, to the extent such work product does not contain confidential or trade secret information of HESA. In the event of early termination, we will refund any deposit not used to pay our hourly charges, and return the balance, if any, or there may be a balance due. Charges under this provision will not exceed the fixed fee that appears in the *Services to be Provided* section of this contract.

We may terminate this contract at any time, if we determine, in our sole opinion, that performing the Services would endanger the health or safety of any person, or that on-site work could not be conducted in a safe or professional manner given conditions at the Property, or that continuing our work is not likely to result in benefits to you at least equal to the cost of our services. We may also terminate if we discover a conflict of interest on our part or find that our work would violate the policy of a HERS Provider or other authority that certifies any type of work we do. In the event of these types of termination, you will owe nothing, we will return your deposit and we will not have any results to deliver to you, or any other liability.

Deliveries of documents shall be effective on the date postmarked, or if delivered by email, on the date the email was sent.

Any termination under this section, except automatic termination upon completion of the Services, must be in writing, or by means of email, using the contact information in this contract.

No provisions of this contract shall continue after termination, except for our promises in the sections *Client Confidentiality* and *Privacy* and our right to retain work product in the section *Use of Reports, Work Product*.

NO BOND

Our company and its personnel are not bonded, and there shall be no bond required in connection with the Services.

NO CONTRACTORS LICENSE

The Services to be provided by us do not require a state contractor's license, and the Analyst may or may not have a state contractor's license. You acknowledge that we are not providing any services relating to construction or demolition of the Property.

ENTIRE AGREEMENT

This contract is the entire agreement between you and us with respect to the subject matter hereof. This contract supersedes all prior discussions, negotiations, proposals, or representations by the parties.

AMENDMENTS

Amendments to this contract may only be made in writing and signed by the same people signing this contract.

CONTROLLING LAW

This contract was entered into and shall be interpreted and governed in all respects by the laws of the State of California. Any claim under or related to this agreement shall be brought in a court of competent jurisdiction, federal or state, in California, and in no other jurisdiction.

ARBITRATION

Any dispute or claim arising or related to this contract, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One arbitrator shall be selected using AAA procedures. The arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Santa Cruz, California; you and we give our irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or

its property, as a basis of judgment and of the issuance of execution for its collection.

Client hereby agrees to be bound by these arbitration proceedings and knowingly waive Client's right to a trial by jury.

Your Initials: _____

SUCCESSORS AND ASSIGNS

You may not assign this contract (including by operation of law) without our prior written consent. Any such attempt to assign shall be null and void. The rights and obligations of the parties shall inure to the benefit of and shall be binding upon the parties, their respective successors, assigns, heirs, and personal representatives. Nothing in this contract is intended to or shall confer on any person other than you and us or our respective permitted successors or assigns, any rights or remedies under or by reason of this contract.

SEVERABILITY

Should any provision of this contract be held by a court to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

NONWAIVER

Our failure or yours to enforce any of the terms or conditions of this contract, unless waived in writing, shall not constitute a waiver of that party's right to enforce each and every term and condition of this contract.

COUNTERPARTS

Separate copies of this contract may be signed by you and us, and together the two copies shall constitute a binding contract.

By signing below you and we are agreeing to the terms of this contract. We appreciate your business.

Client Signature

Date

Home Energy Saving Analysts signature

Date