ENERGY SERVICES PROGRAM AGREEMENT

NAME AND ADDRESS OF APPLICANT(S)

Name (Owner)	Name (Occupant)
Address (Owner)	Address (Occupant)
Phone	Phone
Address Measures Installed At	Billing Address

The undersigned hereby make application to participate in Idaho Falls Power Energy Services Program and agree that if accepted for participation in the program, will abide by the following conditions:

1. Ownership of Premises. Applicant(s) represents that he/she is the owner or contract purchaser of, or does business at the property (hereafter referred to as the "Premises") located at the address set forth above, that such Premises currently receives electrical service from Idaho Falls Power. If Applicant(s) is not the owner of the premises, then Applicant must acquire the owner's consent to the placement of program measures by acquiring the owner's signature to this agreement.

2. Loan for Program Measures. Subject to the terms of this Agreement, Idaho Falls Power will provide a zero interest loan for QUALIFYING customers toward the cost of program measures installed and inspected in the Premises.

3. Termination. Applicant(s) understands that funding for the Energy Services Programs are contingent upon availability of funds. Idaho Falls Power reserves the right to terminate the Applicant(s) participation in the program at any time prior to the purchase of the energy conservation measures, if for any reason the funding is no longer available, or Idaho Falls Power elects to terminate the Energy Services Program.

4. Disclaimer of Warranties. APPLICANT(S) UNDERSTANDS THAT IN PROVIDING A ZERO INTEREST LOAN FOR PROGRAM MEASURES, IDAHO FALLS POWER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS OR MERCHANTABILITY OF THE MEASURES, OR AS TO THE SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE ADEQUACY OR EFFECTIVENESS OF SAID MEASURES. Applicant(s) further understands and agrees that he/she is solely responsible to purchase and/or install said measures subject to reimbursement or payments to a contractor or a dealer as provided herein. No payments shall be made by Idaho Falls Power unless the program measures so installed and inspected meet or exceed the program specifications.

5. Hold Harmless. Applicant(s) agrees to indemnify and hold harmless Idaho Falls Power from any and all claims, demands, liabilities, suits, causes of action for any damage or injury arising either directly or indirectly from the use or installation of measures installed pursuant hereto.

6. IFP Specifications and Program Policies.
Applicant(s) understands and agrees that loans will be made only for materials and measures installed which comply with the Energy Services Program Specifications or if no Specifications have been promulgated then such measures shall comply with the Program Guidelines established by Idaho Falls Power. Applicant(s) agrees to provide upon request, all information necessary to determine that measures comply with the Energy Services Program Specifications if any, and with the Program Guidelines. Applicant(s) also agrees to abide by all policies, procedures and guidelines generally established by the Energy Services Department.

7. Procedure.

A. Customer Installations. In the event Applicant(s) desires to install the program measures himself/herself, Idaho Falls Power will pay for the cost of materials or equipment purchased for the program measures only and will not pay for the value of Applicant(s) labor for installation.

B. Energy Audit. Upon receipt of this signed application, Idaho Falls Power will arrange for an energy audit of the Residence. Applicant(s) agrees to cooperate with the energy auditor and make said Residence available for audit and inspection. Following completion of the energy audit Idaho Falls Power will advise QUALIFYING applicant(s) of the conservation measures for which applicant(s) is eligible to receive funding under the Energy Conservation Program.

C. Bid Procedure. Upon completion of the energy audit, the applicant(s) will obtain at least two (2) independent bids from approved installers and/or obtain at least two (2) bids from approved suppliers for the materials to be used or installed as part of the conservation measures.

D. Bid Review. Applicant(s) shall submit the bids to the Energy Conservation Office for review and to determine compliance with the Energy Conservation Program Specifications. In the event the bids fail to comply with such specifications, Idaho Falls Power shall notify the applicant(s) of failure to comply, specifying the reason for noncompliance. Upon determination that the bids are in accordance with the Energy Conservation Program Specifications, Idaho Falls Power may issue a Notice to Proceed, setting forth therein the amount which will be financed under the Energy Conservation Program. Idaho Falls Power will fund only conservation measures which are expressly approved in the Notice to Proceed and no loan shall be made in excess of the amount set forth in the Notice to Proceed unless expressly approved in writing by the Energy Conservation Program Director.

E. Installation. Upon receipt of the Notice to Proceed, applicant(s) shall make arrangements with installers or suppliers for the installation of conservation Measures. All agreements shall be strictly between the applicant(s) and the installer or supplier, applicant(s) shall have sole responsibility to provide payments of the same.

F. Inspection. Upon completion of the conservation measures, applicant(s) or installer shall submit a request for inspection to the Energy Conservation Office. Idaho Falls Power will, within a reasonable time after receipt of said request, inspect the conservation measures installed in Residence to determine compliance with the Energy Conservation Program Specifications.

G. Contractor Payment. Upon completion by the Energy Conservation inspector that the applicant's conservation measures comply with the Energy Conservation Program Specifications, Idaho Falls Power will make payment to the installers and/or suppliers designated in the applicant's request for inspection.

H. Loan Payment. Prior to and as a condition for payment by Idaho Falls Power, Applicant(s) will execute and deliver to Idaho Falls Power a Promissory Note, in substantially the same form attached hereto, and by this reference be made a part hereof. Such Promissory Note, when executed by Applicant(s) shall be merged into and become a part of this Agreement. The principal amount of such Promissory Note will include the invoiced cost of program measures and an administrative fee, which will constitute a loan to be repaid by the customer in equal monthly installments over a period stipulated by the customer, not to exceed _____ years. The monthly payment specified in the Promissory Note shall be added to the Applicant(s) utility account for the address set forth above. The monthly payment will be shown as a separate line item on the Applicant(s) utility bill and remittance may be included with the regular monthly utility payment. IF THE APPLICANT(S) MOVES FROM OR FAILS TO OCCUPY SAID PREMISES FOR A PERIOD OF MORE THAN THREE (3) CONSECUTIVE MONTHS, SELLS OR CONVEYS SAID PREMISES TO ANY PERSON OTHER THAN HIS OR HER LAWFUL SPOUSE, INCLUDING ANY CONVEYANCE BY BEQUEST OR DEVISE, OR FAILS TO MAKE ANY INSTALLMENT PAYMENT WHEN DUE, THEN IDAHO FALLS POWER MAY EXERCISE ANY OR ALL OF THE REMEDIES SET FORTH IN PARAGRAPH 11 HEREOF.

8. Completion of Work. All conservation measures shall be completely installed by the date on the Notice to Proceed , but no longer than 90 days after the Notice to Proceed is issued. Idaho Falls Power shall have no obligation to pay for conservation measures not completely installed before such date, unless a written extension for good cause is granted by the Energy Conservation Program Director.

9. Removal of Program Measures Prohibited. Program measures installed pursuant to this Agreement shall not be removed from the Premises at any time during their useful life, unless such measures cease to function and are irreparable or unless they are temporarily removed for purpose of repair, or unless the City Energy Services Department consents to the removal thereof in writing.

10. Fraud, Misrepresentation and Other Corrupt Action. In the event Applicant(s), in conjunction with his/her participation in the Energy Services Program, engages in or participates in any fraud, misrepresentation of material fact, bribery, collusive bidding practice or accepts kickbacks rebates or other non-program benefits in conjunction with the Energy Services Program, or otherwise engages in any other deceptive or intentionally misleading action taken for the purpose of inducing Idaho Falls Power to loan money for program measures which results in payments for services or materials not installed at the location set forth above, Idaho Falls Power may recover any amounts loaned to Applicant(s) together with interest to accrue at 12% per annum, its reasonable costs and attorney's fees incurred in recovering said amounts, or Idaho Falls Power may pursue any other remedy at law or in equity. Idaho Falls Power may also cause the Applicant(s) to be prosecuted pursuant to state or federal law.

11. Final Agreement. This agreement represents the complete and final agreement of the parties and no statement or representation to Applicant(s) shall be binding upon Idaho Falls Power except as is expressly set forth herein. Any interpretation of the terms and provisions of this application or the Energy Services Program Specifications or Guidelines shall not be binding unless set forth in writing and signed by the Energy Services Program Director.

12. Default. In the event Applicant(s) fails to abide by the terms of this application or the Energy Service Program Specification or Guidelines, Idaho Falls Power may withhold payments for program measures, seek recovery of any loans made to Applicant(s), obtain specific performance of Applicant(s) obligations hereunder, or seek other remedies available at law or in equity, including, without limitation, the right to terminate Applicant(s) water or electric service to the Premises, or any other premises owned or controlled by Applicant(s) in accordance with the procedures set forth in Title 8, Chapter 5 of the Idaho Falls City Code. All remedies set forth above are cumulative and not mutually exclusive, and Idaho Falls Power may simultaneously exercise any one or all of them.

13. Attorney's Fees and Costs. In the event legal action becomes necessary to enforce this Agreement, Idaho Falls Power shall be entitled to recover its reasonable attorney's fees and costs incurred in prosecuting or defending any action arising herefrom.

14. Privacy Act. Applicant(s) acknowledges receipt of a Privacy Act Notice as required by federal law by execution of this application.

_____
Applicant (owner) Date

_____
Applicant (occupant) Date

Approved this _____ day of_____ _____.
Idaho Falls Power

By: _____
Energy Services Program Representative