



Participant Information

First Name _____ Last Name _____

Physical Address of Applicant Property _____

Mailing Address (Street, City State, Zip) _____

Energy Efficiency Measures That May Be Installed After Evaluation

• Air Sealing • Attic Insulation • Crawlspace Insulation • Duct Sealing • Floor/Belly Insulation • Furnace/Boiler Replacement • Furnace/Boiler Tune-Up • Rim Insulation • Refrigerator • Storm Windows • Wall Insulation • Water Heater Replacement

Gunnison County Housing Authority – GV-HEAT has complete discretion to determine what measures listed here are acceptable under Program guidelines for installation. In addition, I understand that during the evaluation process, the condition of my home may not allow for the proper installation of said items. If in the process of evaluation or installation it is deemed that the condition of my property is such that the installation cannot occur without damage to the current condition, I will be told that the installation cannot be made, and I will not hold Gunnison County Housing Authority – GV-HEAT liable for installations that cannot be performed.

Liability Release

Limitation of Liability: Gunnison County Housing Authority – GV-HEAT neither expressly nor implicitly warrants nor assumes any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of the Program or any services performed, or equipment installed in connection with the Program. Gunnison County Housing Authority – GV-HEAT shall not be liable to Participant for indirect, consequential, special, or incidental damages arising out of the Program, whether in contract, tort (including negligence), or any other theory of recovery. Gunnison County Housing Authority – GV-HEAT shall not be responsible for the advice of the Home Performance Specialist or the work of the Home Performance Specialist or other persons or entities performing services under the Program who are not employees of Gunnison County Housing Authority – GV-HEAT.

No Waiver of Governmental Immunity: I understand and agree that liability for claims for injuries to persons or property arising from the negligence of Gunnison County Housing Authority – GV-HEAT is controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, of governmental immunity provided by the Colorado Governmental Immunity Act or any other law or rule limiting liability in relation to this Agreement.

Disclaimer of Warranties: Gunnison County Housing Authority – GV-HEAT does not warrant the performance of the installed equipment either expressly or implicitly for a particular purpose, or for any specific level of energy savings or that the equipment or its installation, complies with any specifications, laws, regulations, codes, or standards.

Endorsement: Gunnison County Housing Authority – GV-HEAT does not endorse any particular manufacturer or product associated with the Program. The fact that the names of particular manufacturers, products or systems may appear on a particular Program bid or other related documentation does not constitute an endorsement. Manufacturers, products, or systems not mentioned are not implied to be unsuitable or defective in any way.

Verification, Inspection, and Access: Gunnison County Housing Authority – GV-HEAT representatives may request access to the property to ensure that energy efficiency measures were installed correctly. Prior to any authorization to disburse any funds to a Participant’s contractor, a Program representative may inspect the work and verify that the installed energy efficiency measures meet Program requirements. No warranty of any kind is implied by this verification process. Participant agrees to provide Program representatives with reasonable access to the property for the purposes described in this section.

Right to Refuse Service: Gunnison County Housing Authority – GV-HEAT has the right to refuse to perform services or end the audit/installation in his or her sole discretion in the event he or she determines that conduct or continuing the audit may be unsafe, unlawful, inappropriate, or not in compliance with these Terms and Conditions. Inappropriate behavior that may justify termination of the audit/installation includes, but is not limited to, unreasonable demands for service, threatening or offensive language, threatening or erratic behavior, and inappropriate contact.

Property Rights: Participant represents that he/she has the right to install energy efficiency measures at an eligible home and that if Participant is not the owner, Participant has obtained any necessary consents from the owner.

Media Release: I agree to give the Program and their assigns, licenses and legal representatives, the irrevocable right to use my name, picture, portrait, or photograph, in all forms and media and in all manners, including composite, for advertising, trade, or any other lawful purposes. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

Combustion Appliance Safety Provision: I understand that the energy auditor is not a licensed heating contractor, and that the auditor does not ensure my heating system is safe now or at any time in the future. Also, I understand that if the auditor does not recommend having a licensed heating contractor inspect my heating system, that does NOT mean my heating system is safe or that it does not need an inspection today or in the future. Additionally, if the inspection finds an unsafe condition in the home related to heating, carbon monoxide levels, mold, or other unsafe conditions, I understand that it is my responsibility to contract with a certified professional to remedy the situation. Failure to do so immediately might result in bodily harm, injury, or death.

Signature

My signature below indicates that I have read, understood, and agree to the conditions of this agreement, that I am at least 18 years of age, and that I give consent for Gunnison County Housing Authority – GV-HEAT to perform energy efficiency upgrades at my property. I verify that the proposed energy saving measures indicated below have been discussed with me in a manner that meets my needs.

Participant Signature _____ Date _____