



NYSERDA

EmPower New York
P.O. Box 2489, Syracuse, NY 13220
Toll Free 1-800-263-0960

Rental Property Energy Efficiency Services Agreement

[Property Address].

EmPower New York (EmPower) Enrollment ID#:

Name of Tenant(s):

1. NYSERDA offers funding for energy efficiency services at the above-described property through the EmPower New York program as follows:
 - a. Measures are offered at no cost to the Property Owner or Tenant(s).
 - b. Measures **may include** attic or wall insulation, strategic air sealing, high-efficiency ENERGY STAR® lighting, replacement of inefficient refrigerators with ENERGY STAR® refrigerators, minor heating and hot water measures and energy education. Specific measures are determined on the basis of Tenant(s) energy usage, the overall program budget and cost-effectiveness of the measures.
2. The Owner:
 - a. Declares that they are the legal Owner/Authorized Agent of the property listed above.
 - b. Declares that the property is not for sale.
 - c. **Has enclosed documentation of ownership of the property listed above, consisting of ONE of the following:**
 - **Deed with a Schedule "A" that clearly states Tenant(s)s address and the name of the Owner of the property**
 - **Copy of Property Tax Bill**
 - **Copy of Mortgage Statement**
 - **Copy of School Tax Bill**
 - **Bill of Sale or Title (mobile homes)**
3. The Owner further agrees to the following conditions:
 - a. The Owner grants to NYSERDA and/or its independent contractors, permission to enter the premises to assess the potential for the installation of energy-saving measures, test and evaluate the heating system(s), assess the current condition of insulation and perform energy efficiency measures, such as insulation or strategic air sealing, **at no cost to the Owner**, as deemed appropriate by NYSERDA.
 - b. Measures installed in this program are contingent upon the Owner and Tenant(s) granting clear and unencumbered access to all work areas.
 - c. The Tenant(s)'s rent will not be increased as a result of the energy efficiency work performed on the property through EmPower. In the event that the Owner does not comply, NYSERDA will be entitled to a refund from the Owner of all monies paid hereunder. The Owner agrees not to evict the Tenant(s) except by eviction through judicial intervention. Normal rental

increases agreed upon when the lease was signed by the Landlord and the Tenant(s) and all Breach of Contract issues between Landlords and Tenant(s)s have no bearing on this agreement.

- d. It is understood that the Tenant(s) present and future are meant as the persons to benefit from EmPower New York and the Owner hereby agrees that said Tenant(s) may enforce subsection (3-c) of this Agreement. The Program Implementer will provide a copy of this Agreement to the Tenant(s) upon request.
- e. If the Owner of the property owns the primary refrigerator in use by the Tenant(s), the Owner grants permission to NYSERDA and its independent contractors to exchange the current refrigerator with a brand new, white, fully warranted ENERGY STAR® model of similar size at no cost to me. The Owner understands that the current refrigerator will be exchanged only if it meets program cost-effectiveness criteria for replacement, and that a new refrigerator will not be provided unless the Owner allows the Contractor to remove the old one. The Owner agrees to keep the new refrigerator in this apartment until replaced by one of equal or higher efficiency. Questions regarding selection of measures, scheduling of the work, implementation of the work or payments will be directed to the Program Implementer at 1-800-263-0960.
- f. The Owner understands Participating Contractors in the EmPower New York program are independent contractors, accredited by the Building Performance Institute (BPI). If any issues arise regarding the services provided, the Owner will contact the responsible independent contractor. For customer dispute resolution, the Owner will contact the Program Implementer at 1-800-263-0960.
- g. It is understood that the manufacturer or seller will provide appropriate warranties on any equipment or service provided.
- h. The Owner understands the assessment may include testing for insulation by drilling small probe holes in closets on outside walls. In these instances the contractor will be responsible to reseal the test hole. If the dwelling is a multifamily building, the owner agrees to allow testing of all combustion appliances in order to ensure complete assessment of the building.
- i. The Owner agrees to maintain the equipment and materials installed under this Agreement in accordance with all relevant codes.
- j. It is understood that the Owner and Contractor may agree to the installation of additional measures at the Owner's expense, but that the Owner is under no obligation to purchase any additional measures in order to obtain the free measures offered through EmPower.

I have read this agreement and understand all of its provisions. To indicate my agreement I have signed below.

Signed, _____ Date _____
Owner/Authorized Agent of Owner

Property Owner Name

_____ Initial here if you would like to be notified as to the time and date of the energy audit and you are interested in being present.

Mailing Address:

Phone number: _____