



## LANDLORD/PROPERTY OWNER RELEASE AND LIABILITY WAIVER

Your tenant is applying for the CARE Program, an energy efficiency upgrade program administered by Energy Outreach Colorado. They will be eligible to receive free energy efficiency upgrades that will help them save money on their utility bill and make their home more comfortable. The scope of work may include the following: LED light bulbs, Energy Star refrigerator, air sealing, insulation, mechanical systems replacement/tune-up, and more. **In some instances the program may not be able to cover 100% of the cost of a measure. In these cases, the program will seek matching funds from you, the landlord. You will be presented with all options before moving forward.**

Questions? Email CARE@energyoutreach.org or call 303-226-5061 and ask for the CARE Program.

### TENANT INFORMATION

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 Primary Phone # \_\_\_\_\_ Email Address \_\_\_\_\_  
 Address \_\_\_\_\_ County \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### LANDLORD/PROPERTY OWNER INFORMATION

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 Primary Phone # \_\_\_\_\_ Email Address \_\_\_\_\_  
 Address \_\_\_\_\_ County \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Property Management Company (if applicable) \_\_\_\_\_

### LIABILITY RELEASE (For Agency Use Only)

**Limitation of Liability:** Neither Energy Outreach Colorado, Inc. ("EOC"), Energy Outreach Colorado Efficiency, LLC ("EOCE"), nor \_\_\_\_\_, expressly or implicitly warrants or assume any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of this program or any services performed or equipment installed in connection with the Program (the "Work"), except as arising out of their sole negligence or willful misconduct. EOC, EOCE, and \_\_\_\_\_ shall not be liable to you for indirect, consequential, special, or incidental damages arising out of the Program or the Work, whether in contract, tort (including negligence), or any other theory of recovery. Disclaimer of Warranties: EOC, EOCE, and \_\_\_\_\_ do not warranty 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: EOC, EOCE, and \_\_\_\_\_ do 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: EOC, EOCE and \_\_\_\_\_ 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 reasonable access to the property for the purposes described in this section. You acknowledge and agree that there have been no representations or warranties by EOC, EOCE, or \_\_\_\_\_ or their respective agents regarding the Program or the Work. Right to Refuse Service: \_\_\_\_\_ 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 the Program. 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 the 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 to EOC, EOCE, \_\_\_\_\_ 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 an 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. As well, 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.

### LANDLORD/PROPERTY OWNER 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 \_\_\_\_\_ to perform energy efficiency upgrades at my property.

Landlord/Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_