

## **Rental Property Energy Efficiency Services Agreement**

This Agreement is made by and between New York State Energy Research Development Authority (NYSERDA) and its Program Implementer, Honeywell International Inc.,

and \_\_\_\_\_, Owner/Authorized Agent of

the premises located at: \_\_\_\_\_.

EmPower New York Enrollment ID#: \_\_\_\_\_

NYSERDA offers funding for energy efficiency services at the above-described property through the EmPower New York program at no cost to the landlord or tenant, as follows:

- a) Measures are offered at no cost to the Property Owner.
- b) Measures may include attic or wall insulation, strategic air sealing, high-efficiency ENERGY STAR<sup>®</sup> 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 energy usage, the overall program budget and cost-effectiveness of the measures.

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:**

- **Copy of Deed**
- **Copy of Property Tax Bill**
- **Copy of Mortgage Statement**
- **Copy of Bill of Sale**

**The Owner further** agrees to the following conditions:

- a) The Owner grants to the New York Energy Research Development Authority (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 NYSEERDA.
- b) 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.
- c) Measures installed in this program are contingent upon the tenant granting clear and unencumbered access to all work areas.

- d) The tenant's rent will not be increased as a result of the energy efficiency investment in the property. In the event that the Owner does not comply, NYSEDA will be entitled to a refund from the Owner of all monies paid hereunder. The Owner agrees not to evict the tenant except by eviction through judicial intervention.
- e) It is understood that the tenants, present and future are meant as the persons to benefit from EmPower New York and the Owner hereby agrees that said tenant may enforce subsection (1-d) of this Agreement. The Program Implementer will provide a copy of this Agreement to the tenant upon request.
- f) 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.
- g) 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.
- h) The Owner declares that they are the owner of the refrigerator currently in use at the premises listed above, and that no payments are outstanding on it. The Owner understands that a new (ENERGY STAR rated) refrigerator will not be provided unless the Participating Contractor is allowed to remove the old one. The Owner further agrees to keep the new refrigerator in this apartment until replaced by an ENERGY STAR rated unit of equal or higher efficiency.
- i) The Owner understands that the refrigerator manufacturer or seller will provide appropriate warranties on any equipment or service provided and that the manufacturer is solely responsible for any written or implied warranty of the appliance.
- j) The Owner agrees to allow for replacement of dimmer switches in the dwelling with standard off/on switches in order to allow for the installation of compact fluorescent light bulbs.
- k) The Owner agrees to maintain the equipment and materials installed under this Agreement in accordance with all relevant codes.

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: \_\_\_\_\_

Signed, \_\_\_\_\_ Date \_\_\_\_\_  
 Program Implementer Representative