

Authorization and Agreement for Multi-Family Rental Building Energy Audit

Building owner's contact information

Property owner (organization, company or individual): _____

Contact person: _____

Mailing address: _____

Phone(s): _____

Email: _____

Years experience as building owner of above address: _____

Site manager's contact information

Managing company, organization or individual: _____

Contact person: _____

Phone(s): _____

Email: _____

Years experience as manager of above address: _____

Building Information

Building address: _____
Street address(es) City Zip

Building name (if applicable): _____

Holder of first mortgage: _____ Balance \$: _____

Receiving financial assistance (such as Section 8)? No Yes (please describe): _____

Square footage per floor: _____

Year of construction: _____ Year(s) of major renovations: _____

Do have plans for renovation work at this property? No Yes (please provide plans, scope of work, pricing, etc.)

Energy Savers Program

Authorization and Agreement for Multi-Family Rental Building Energy Audit, page 2

Rental Units

Number of heated floors: _____

Total number of occupied units: _____

List number of each type of unit below.

Studio: _____ One-bedroom: _____

Two-bedroom: _____ Three-bedroom: _____

Four-bedroom : _____ Other: _____

Occupants

Total number occupants: _____

Average number of daytime occupants: _____

Average number of nighttime occupants: _____

HVAC systems (check all that apply)

Primary heating fuel:

- Natural gas
- Electric
- Other: _____

Type of heating system:

- Central steam boiler
- Central hot water boiler
- Central forced air
- Individual forced air furnaces
- Individual electric heaters

Air conditioning:

- Central AC
- Window units. Number of units: _____
- None

Utilities

Natural Gas

- People's Energy
- Nicor (Please submit copies of your bills from the last 12 months.)
- Account #: _____

Electricity

- ComEd
- Other: _____
(Please submit copies of your bills from the last 12 months.)

Account #: _____

Meter #: _____

Water

- City of Chicago
- Other: _____
- Account #: _____

Utility Bills

Please indicate which party pays for which utility. It is assumed that owners pay for all common area utilities.

Living unit space heat: Tenant Owner

Hot water: Tenant Owner

Electricity: Tenant Owner

Cooking gas: Tenant Owner

Energy Savers Program

Authorization and Agreement for Multi-Family Rental Building Energy Audit, page 3

Additional Information

What do you hope to achieve through participating in the Energy Savers program?

Is there anything else that we should know about your building? If so, please describe.

Other comments or questions:

Authorization

By signing below, on behalf of the property owner listed above ("Customer"), I hereby authorize CNT Energy, Inc. ("CNT Energy") to perform an energy audit on the building at the location listed above (the "Building"). I hereby authorize CNT Energy to have access to the following Building areas: roof, exterior façade, basement, HVAC equipment rooms, a typical example of each apartment type (i.e. studio, 1 bedroom, 2 bedroom, etc.), common areas, exterior grounds, and other such areas as CNT may reasonably request. I also authorize the utilities referenced above to release Customer's utility bill history to CNT Energy, as part of the energy audit process. Except as required by law, Customer's utility bill information will not be disclosed to any other organization or used for any other purpose. I certify that I am either the owner of the Building or am duly authorized to sign this application on behalf of Customer. I also certify that I am not an employee of the City of Chicago, the Center for Neighborhood Technology or the spouse or dependent of any such employee. I have read the terms and conditions set forth on page four of this document and agree that they shall be binding on Customer.

Name (please print)

Date

Signature

Please return this form to Energy Savers:

Mailing address: CNT Energy, 2125 W. North Ave., Chicago, IL 60647

E-mail: info@energysaversprogram.org

Fax: (773) 278-3840

Phone: (773) 269-4037

Energy Savers Program

Authorization and Agreement for Multi-Family Rental Building Energy Audit, page 4

Terms and Conditions

I. COOPERATION OF OWNER

Customer acknowledges that its full cooperation in the energy audit and retrofit process, including providing access to energy billing records and those areas and systems of the Building specified above, is crucial to the success of the energy audit. CNT cannot assess the energy use or efficiency of areas or systems of the Building that are not made available for inspection.

II. USE OF AUDIT RESULTS

The energy audit to be conducted is part of the CNT Energy Cook County Energy Saver Program. The results of the energy audit are solely for the use of Customer in connection with the Energy Saver Program and should not be used for any other purpose. In particular, the energy audit results are not intended to be used as a specification for any retrofitting of equipment or other construction or improvements on the Building.

III. SENSITIVITY OF INFORMATION

The results of the energy audit and any correspondence between CNT Energy and Customer concerning the energy audit may contain sensitive information about Customer's Building, staff, equipment, operations and policies. Therefore, such documents and information should be kept confidential and should not be transmitted to third parties.

IV. RELATIONSHIP BETWEEN PARTIES

CNT Energy is an independent contractor and neither party shall be deemed to be the agent or partner of or joint venturer with the other party.

V. TERMINATION OF AUDIT

CNT Energy reserves the right to terminate its relationship with Customer and the conduct of the energy audit at any time, with or without cause, without prior notice to Customer.

VI. DISCLAIMER

Although CNT Energy believes that Customer's implementation of the results of the energy audit will permit Customer's Building to become more energy efficient, Customer understands that such results are not guaranteed. Any recommendations made by CNT Energy as a result of the energy audit, if implemented by Customer, should not be construed as an assurance or warranty of energy consumption, energy use savings or reduced building operating costs or of the continuing safety, performance or cost-effectiveness of any equipment, product, system, facility, procedure, or policy discussed or recommended by CNT Energy. Customer acknowledges that any changes in energy efficiency that may be experienced by Customer will be affected by fuel prices, weather patterns, occupant behavior, maintenance activities and additional factors.

VII. LIMITATION OF LIABILITY; INDEMNIFICATION

CNT Energy shall not be liable for injury to or death of any person or damage to any property (including the Building) in connection with the energy audit, except to the extent caused by the sole gross negligence or willful misconduct of CNT Energy. Customer agrees to indemnify CNT Energy and save it forever harmless from and against any loss, cost, damage or expense, including reasonable attorneys' fees and costs, arising out of or relating to or incident to (1) the conduct of the energy audit, except to the extent caused by the sole gross negligence or willful misconduct of CNT Energy, or (2) the acts or omissions of Customer or its officers, directors, employees, agents, contractors or tenants. IN NO EVENT WILL CNT ENERGY BE LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE ENERGY AUDIT, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHERWISE.

VIII. GOVERNING LAW

This Agreement shall be in all respects governed by and construed in accordance with the laws of the State of Illinois.

IX. ARBITRATION:

Any claim or controversy between the parties relating to or arising out of this Agreement or the energy audit shall be resolved by binding arbitration to be conducted in Chicago, Illinois, before a single arbitrator under the Rules of the American Arbitration Association. The arbitration award may be enforced in any court of competent jurisdiction in Cook County, Illinois.