



ENERGY SERVICE AGREEMENT FOR OCCUPANT

Dwelling Information			
Select the Dwelling Type		I am the	
Single-Family <input type="checkbox"/>	Mobile Home <input type="checkbox"/>	Multi-Unit <input type="checkbox"/>	Owner-Occupant <input type="checkbox"/> Tenant <input type="checkbox"/>
Owner-Occupant or Tenant Information			
Owner-Occupant or Tenant (Print or type name)		Address	
Apt./Unit No.	City	ZIP Code	Telephone Number
Owner-Occupant or Tenant Email Address			Owner-Occupant or Tenant FAX Number

Owner-Occupant or Tenant Acceptance of Terms for CSD Weatherization Services (to be completed by the Owner-Occupant or Tenant)

I agree to accept the following TERMS required for my primary residence to receive services from the Department of Community Services and Development (CSD) weatherization programs(s):

- I certify that the above-listed property is my primary residence.
- I (the Owner-Occupant or Tenant), grant the Contractor/Agency permission to enter my dwelling to perform assessments, conduct diagnostics, take photos only of weatherization work to be performed or deferred (as it relates to individual or whole house services), install feasible weatherization services and perform inspections in accordance with CSD weatherization program policies and standards to the above-listed dwelling.
- I acknowledge that an assessment of my dwelling is necessary to determine the work that can be performed and that the work that is available may be limited due to the needs and condition of my residence. Identified work may not be provided if it does not meet all program requirements and specifications and may lead to full or partial deferral of work. My refusal of certain work may prevent the installation of other identified work in accordance to program requirements.
- I hereby release and pledge to hold harmless the Contractor/Agency listed below, and its staff, from any liability in connection with the work identified on a summarized list, except as a consequence of gross negligence or willful and wanton misconduct.
- I authorize the Contractor/Agency to access my utility company records to obtain only energy usage data for a period of one year before and two years after weatherization measures are installed.
- I grant the Contractor/Agency, local, State and/or Federal inspectors permission to enter the dwelling after reasonable notice to perform inspections to verify the existence and quality of work performed by the Contractor/Agency and compliance with local, State, and/or Federal building codes and programmatic guidelines and acknowledge that a permit may be required for specific weatherization work. I understand that I may be held financially responsible for the weatherization work if I refuse to allow access for inspection and permitting purposes.
- I shall not remove any permanently installed energy conservation measures unless they are damaged or no longer functional in the residence from where they were installed.

Additional Certifications For Owner-Occupants ONLY:

- I acknowledge and agree that this property is not for sale at the time of qualifying for the program and will not be offered for sale or otherwise distributed for at least sixty days following the completion of weatherization services.
- Mobile home units only: I acknowledge that I may not receive services that require a permit if the registration on the mobile unit is not up-to-date.

Additional Certifications For Tenants ONLY:

- I acknowledge that the Rental Property Owner must grant the Contractor/Agency the same permissions by signing CSD 515B Energy Service Agreement for Rental Property Owner before any services are rendered.



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11. I understand that the Property Owner cannot raise the rent of the unit for a period of two years from the date of weatherization because of the increased value of the unit due solely to weatherization measures provided by the Contractor/Agency (allowable factors for rent increase include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Contractor/Agency, or actual increases in expenses of maintaining and operating this property).
12. I acknowledge that I have been provided a copy of this Agreement explaining its terms effective for a two year period after weatherization services have been completed. Complaint Process: In the event the provisions of this Agreement related to increased rent or the landlord's failure to decrease utility costs for master metered units are not met, tenants may contact the Contractor/Agency to submit a verbal or written complaint, which will be investigated by the Department of Community Services and Development. Contractor/Agency contact information is located on this Agreement under the section entitled, "Contractor/Agency Assurance."
13. I may retain the replacement energy conservation measure installed by the CSD weatherization program(s) if the replaced appliance was my personal property .

I CERTIFY THAT I am the Owner-Occupant or Tenant residing in the dwelling listed above that serves as my primary residence and that all given statements are true and correct to the best of my knowledge. I have read and understand these TERMS and RELEASE, and agree to be bound by all of its terms and conditions in order to receive weatherization services under the CSD weatherization program(s).

Owner-Occupant or Tenant's Signature	Date

Contractor/Agency Assurance

Contractor/Agency (Print name)		Address	
SAN JOAQUIN COUNTY, DEPT OF AGING AND COMMUNITY SERVICES, WEATHERIZATION PROGRAM		DEPT OF AGING AND	
CSLB Number (if applicable)	City	ZIP Code	Contractor/Agency Telephone Number
	STOCKTON	95297-0106	209-468-0439
Contractor/Agency Email Address			Contractor/Agency FAX Number
weatherization@sigov.org			209-932-2673

The Contractor/Agency agrees to the following:

1. Shall be responsible for the feasible cost of weatherization measures performed other than cash contribution from the Owner or Owner Agent, if applicable, and any subsequent non-compliance.
2. Shall ensure that the Contractor/Agency is properly insured.
3. Shall ensure that work is conducted in a professional manner and meets program and building code standards.
4. Shall not make any significant structural changes to the dwelling without requesting written permission specifically describing the change from the dwelling owner.
5. Shall provide in writing a list of all weatherization measures installed in the unit.
6. Shall assure that the owner, or owner's agent, and tenant data shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

Agency Program Manager's Signature	Agency Program Manager's Name (Print name)	Date