

**Commonwealth Woodstove Change-Out Program
Participant's Agreement**
(For completion by Homeowner and Stove Professional)

The following Participant's Agreement (the "Agreement") is issued by MassCEC, an independent public instrumentality of the Commonwealth of Massachusetts (the "Commonwealth"). Any changes or electronic alterations to the official version of this form shall be void. Each Party acknowledges and agrees that they have read and understand all of the terms and conditions of this Agreement and the Commonwealth Woodstove Change-Out Program Manual (the "Program Manual") and specifically agrees to be bound by their contents upon the execution and submission of the Application. Terms used but not defined in this Agreement shall have the meanings ascribed to them in the Program Manual. This Agreement shall become effective as of the date of Application submission, subject to approval of the Application. **Accepting the following Agreement as part of the Woodstove Change-Out Program Application does not entitle the Parties to an Award by MassCEC.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Program Manual or Award Letter.

Whereas, MassCEC, in partnership with DOER is offering financial assistance in the form of rebates under the WSCO Program for the replacement of non-EPA-certified wood stoves with new, low-emission EPA-certified wood or pellet stoves;

Whereas, the Stove Professional has submitted the Application on behalf of the Homeowner (the Stove Professional and Homeowner together the "Applicant Parties", and together with MassCEC, the "Parties") for the change-out with qualifying wood or pellet stoves (the "Project"), as described in the Commonwealth Woodstove Change-Out Program Application; and

Whereas, as a condition of their participation in the Program, the Applicant Parties each agree to abide by the terms of this Agreement.

Now, therefore, for good and valuable consideration, the Applicant Parties agree as follows:

1. **Eligibility.** Applicant Parties represent that they satisfy all eligibility requirements set forth in the Program Manual and that they will comply with all terms and conditions set forth herein and in the Program Manual.
2. **Installation Contract.** Homeowner has entered into a contract with the Stove Professional to install the Project (the "Installation Contract") which requires, in part, that the Stove Professional meet all requirements set forth in the Program Manual, incorporated by reference herein.
3. **The Project.**
 - a. **Performance of the Work.** Homeowner shall ensure that the Project is installed and completed in accordance with the specifications and eligibility requirements set forth in the Program Manual. Homeowner is responsible for ensuring that the installed Project continuously complies with the Program Manual on an ongoing basis for its useful life. For purposes of this

Agreement the term “useful life” shall mean a period not less than ten (10) years from the date of Application approval.

- b. *Project Location Change.* Changes to the physical location of some or all of the components, except in the case of warranty replacements, of an installed Project during the first ten (10) years of the Project’s useful life are prohibited (a “Location Change”). In the event that MassCEC receives information concerning a Location Change and confirms that a Location Change has occurred, MassCEC shall seek repayment of any portion of the Award that has been paid. Homeowner agrees that if it has received the Award and subsequently makes a Location Change within the first ten (10) years of the Project Completion Date, it shall notify and return the full amount of the Award to MassCEC. Examples of a prohibited Location Change include, but are not limited to, moving the specific site of an installed wood or pellet stove or transferring a Project to a property other than the one set forth in the Application.
 - c. *Project Completion.* For purposes of the Agreement, “Project Completion” shall mean that the installation has been completed in accordance with the Program Manual. MassCEC has the right to audit project cost claims throughout the Program on a random basis or if issues are suspected. MassCEC will give Homeowners fifteen (15) days of notice prior to audit. MassCEC reserves the right to inspect projects prior to payment of the Award.
4. Award Payment. MassCEC shall pay the Award (as indicated in the Program Manual) to the Stove Professional no more than thirty (30) days after MassCEC’s receipt and acceptance (as determined at its sole discretion) of the complete Application and the associated back-up documentation demonstrating that the installation has reached Project Completion and has met all requirements as described in the Program Manual.
 5. Indemnification. To the fullest extent permitted by law, the Applicant Parties, for themselves individually, shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassCEC, the “Covered Persons”) from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney’s fees), judgments and awards (collectively, “Damages”) sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Applicant Parties’ breach of any of the terms of this Agreement or any false representation of the Applicant Parties under this Agreement and/or the Application, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Applicant Parties or any of the Applicant Parties’ agents, officers, directors, employees, contractors or subcontractors. Without limiting the foregoing, the Applicant Parties, for themselves individually, shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Applicant Parties, individually, or any of its agents, officers, directors, employees, contractors or subcontractors.

6. Homeowner Responsibilities

- a. The Homeowner acknowledges that it is solely responsible for directing and controlling all Project decisions, including, but not limited to:
 - i. Selecting and entering into a written contract with the Stove Professional, including confirming that the Stove Professional meets program eligibility requirements as written in the Program Manual and requiring documentation that any workers, contractors, or subcontractors employed on the Project have valid licenses issued by the Commonwealth to perform the required work and are in compliance with all applicable laws, rules, and regulations related to employment in the Commonwealth including, but not limited to, those laws pertaining to workmen's compensation, non-discrimination, and eligibility to work in the United States;
 - ii. Preparing all plans and specifications;
 - iii. Procuring equipment and obtaining appropriate warranties from the equipment vendor(s) and/or Stove Professional(s);
 - iv. Obtaining all permits required by state, local, or federal law or regulation to perform the work required to complete the Project;
 - v. Ensuring construction means, methods, techniques, sequences, and procedures;
 - vi. Supervising and directing work performed to complete the Project; and
 - vii. Safe operations and maintenance of the Project, including any required replacement of parts.
- b. Homeowner agrees that it shall abide by the Commonwealth's rules regarding employment discrimination when selecting the Stove Professional, equipment vendor(s), and/or subcontractor(s) for the Project.
- c. The Applicant Parties for themselves individually agree to comply with all local, state, and federal tax laws.

7. Disclaimer: MassCEC has not investigated, and MassCEC expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of the Project by the Stove Professional presented in the Application. The approval of the Award does not constitute an endorsement, warranty, or guaranty of any kind or circumstance by MassCEC of any company, product, service, process, procedure, design, or other matter regarding the installation of the Project by the Stove Professional, equipment vendor, and/or subcontractor(s) for the Project. The entire risk of use of any Stove Professional, equipment vendor, company, product, service, process, procedure, or design is assumed by the Homeowner as part of its obligations under this Agreement.

8. Insurance: MassCEC recommends that every Installer purchase and maintain adequate insurance coverage until completion of the Project. MassCEC also recommends that the Applicant Parties

discuss the types and amounts of coverage maintained and the appropriateness of those coverages for the Project. Applicant Parties acknowledge the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the Project. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Applicant Parties of any responsibility to MassCEC, and the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification under this Agreement.

9. Mediation / Arbitration: In the event of any dispute concerning the Parties' respective rights and obligations under this Agreement, the Parties hereby agree to submit such dispute to binding arbitration ("Arbitration"), if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by a Party in writing. If any of the Parties' requests mediation prior to Arbitration, the Parties will work in good faith to mediate their dispute through a jointly selected mediator. The Parties to any such dispute shall share the fees of the mediator or arbitrator jointly, and shall be individually responsible for any legal fees they may respectively incur.
10. Homeowner Representations: As the Homeowner,
- I have read and understand the Program Manual;
 - My existing stove at the Project site is operable and regularly used, and is, to the best of my knowledge, not an EPA-certified stove;
 - My new stove will comply with the Stove Performance Standards as defined in the Program Manual and listed as Qualified Equipment at <http://www.masscec.com/installer-resources-woodstove-change-out-program>;
 - I understand that the change-out must occur at a property that is occupied year-round;
 - I understand that my existing wood stove must be permanently removed from service by the Stove Professional, who will render the stove inoperable and coordinate its disposal and recycling;
 - I understand that a Stove Professional may choose not to submit an Award reservation on my behalf if my existing stove does not meet Program requirements;
 - I understand that I am not guaranteed a Rebate, that funding is limited, and that no retroactive rebates are available;
 - I understand that I may receive only one Rebate per Project site;
 - If applying for the Income-Based Rebate, I confirm that the documentation and information submitted to verify my qualification for the Income-Based Rebate are true and correct;
 - If I do not own the dwelling at which the change-out will occur, I have been given permission to perform the change-out by the property owner;
 - I understand and acknowledge that I will receive the value of the Rebate as an instant discount off the total price of the new eligible stove from a Stove Professional and am responsible for paying the Stove Professional for the purchase price and professional installation costs of my new stove, less the value of the rebate, provided that all requirements of the Program have been met;
 - I understand that the Stove Professional, upon submission of all documentation required by the Program, will be reimbursed for either a) the value of the rebate if the total Eligible Project Costs are greater than the value of the Rebate, or b) the total Eligible Project Costs if the total Eligible Project Costs are less than the value of the rebate;

- I understand that a stove that qualifies as Qualified Equipment must be professionally installed by a Stove Professional in accordance with local, state, and federal codes, including but not limited to, local fire and building codes, and that there will be additional costs for installation and permits, if required; “do-it-yourself” installations are not allowed under this Program;
- I understand that I am required to obtain the presiding building authority’s inspection and approval of the installation of the stove and agree to allow for this inspection to take place and to share access to the signed and dated inspection approval or certificate of compliance with the Stove Professional;
- I understand that MassCEC does not provide any warranty whatsoever for any Stove Professional, new stove, or equipment purchased under this Program, including, but not limited to, the quality, functionality, or satisfaction of the equipment, or the qualifications or suitability of the Stove Professional;
- I understand the entire risk of use of any Stove Professional, equipment vendor, company, product, service, process, procedure, or design is assumed by the Stove Professional;
- I understand that MassCEC recommends that every Stove Professional secure and maintain adequate insurance coverage, and that the Stove Professional discuss the types and amounts of coverage maintained and the appropriateness of those coverages for the installation of the new stove with me;
- I understand that proper wood burning practices (e.g., burning only dry, seasoned wood) and proper stove operation are critical to the effectiveness and longevity of my new stove; and
- I certify that I have not received a voucher from the American Lung Association for changing out my non-EPA certified woodstove, and I agree not to seek such a voucher if I am awarded a MassCEC Rebate. I understand that if MassCEC determines that the System Owner or Stove Professional has received both the MassCEC Rebate and an American Lung Association voucher for this stove, MassCEC may require me or the Stove Professional to forfeit the MassCEC rebate and repay any Rebate amount already disbursed.

11. The following documents are incorporated by reference into this Agreement:

- a. Commonwealth Woodstove Change-Out Program Manual,
- b. The Commonwealth Woodstove Change-Out Program Application submitted, including any additional information required, by the Applicant Parties as requested by MassCEC, and
- c. Award Letter (to be issued by MassCEC if the Application is approved).

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Signature and Acceptance Form

Program Manual Terms and Conditions. The undersigned acknowledges that all of the terms and conditions of the Program Manual are mandatory.

Public Disclosure Requirements. The undersigned specifically agrees to the applicability of the Public Disclosure provisions set forth in the Program Manual.

Participant’s Agreement Terms and Conditions. The undersigned agrees to all of the terms and conditions of this Participant’s Agreement and the Award Letter and acknowledges that by signing below, the undersigned shall be bound by the terms and conditions contained therein.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct to the best of my knowledge and I hereby agree and accept the Participant’s Agreement contained in the Application and shall be bound by all the terms and conditions contained therein.

Homeowner	
Printed Name of Homeowner:	Project Site Address:
Signature of Homeowner:	Date:

Electronic signatures are not accepted.

Stove Professional	
Printed Name of Stove Professional:	Stove Professional Address:
Signature of Stove Professional:	Date:

Electronic signatures are not accepted.

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