

DESIGN TEAM TERMS & CONDITIONS

This Agreement is entered into by the Los Angeles Department of Water and Power (LADWP) and the Design Team Leader (hereafter referred to as "Leader") and is valid only if the Owner of the project has completed, signed, and submitted a LADWP Zero By Design program application. This Agreement is a one-time offer to provide a financial incentive to the Leader for participation in LADWP's Zero By Design program ("Program") pursuant to the terms and conditions outlined herein and in the Zero By Design program documents.

Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon Utility's execution of this Agreement. This incentive offer is subject to the availability of authorized funds.

The Design Team incentive shall be paid in two installments. Once the pre-construction energy model has been reviewed and approved, 30% of the total eligible Design Team incentive will be paid to the Design Team Leader. The remainder of the eligible Design Team incentive shall be made to the Leader only after all program requirements are met and upon verification of installation by a LADWP Zero By Design program representative. Should the project's scope of work change, the energy savings and Owner and Design Team's incentives will be adjusted, and the initial Design Team incentive payment will be deducted from the revised total incentive before the final payment is issued.

LEADER AGREES TO:

- Provide Utility with all documentation necessary for verification of installation and performance of the Proposed Design prior to payment incentives.
- Accept as final authority, LADWP's determination of the incentive amount.
- Leader also agrees NOT to represent or warrant to any third party that LADWP's review of the energy efficiency measures (EEMs) or analysis of the energy efficiency of any aspect of the building project or design is in any way a representation by LADWP as to the economic or technical feasibility, operational capability, or reliability of such building design or EEMs, and agrees to indemnify LADWP in the event said representations and warranties are made to third parties.
- Leader shall indemnify, defend and hold harmless LADWP, City of Los Angeles, each of its officers, directors, agents and employees from and against all claims, losses, damages, costs, expenses and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation or strict liability is caused by or in any way connected with Design Team Leader's performance of this Agreement. Leader shall, at LADWP request, provide a defense against any claim covered by this indemnity.
- In no instance shall LADWP be liable for any incidental, special, or consequential damages as a result of this Agreement.
- Indemnify LADWP, City of Los Angeles, each of its officers, directors, agents, and employees against all loss, damage, expense, and liability resulting from any monetary dispute among design team members that may arise regarding the payment of the incentive pursuant to this Agreement.
- Participate in a measurement and evaluation study to analyze current program performance and/or improve future program design, if selected by LADWP. Leader agrees to fully cooperate with study team if asked to participate.

TAX LIABILITY

Incentives may be taxable and will be reported by LADWP to the IRS unless Leader qualifies under an exempt status. LADWP will report the incentive as income to Leader on IRS Form 1099 unless Leader has established that they qualify for an exempt tax status. Leader is urged to consult a tax advisor concerning the taxability of incentives. LADWP is not responsible for any taxes that may be imposed due to incentive payments.

By execution of this Agreement, Leader certifies that the Proposed Design meets all the program eligibility requirements and that the information supplied on the Agreement is true and complete. Leader certifies that Leader has read and understands all Program Documents and agrees to abide by all program rules and requirements set forth in the Program Documents.

DESIGN TEAM LEADER SIGNATURE

Name (Print)

Title (Print)

Signature

Date