PASSIVE BUILDING TERMS AND CONDITIONS

The below-signed customer-applicant (**Customer**) seeks to participate in the Austin Energy Passive Building Incentive (**Program**) and receive applicable rebates from the City of Austin, doing business as Austin Energy (**Austin Energy**). Customer hereby agrees to the following terms and conditions and all Passive Building Incentive Guidelines, which may change occasionally.

PAYMENT

1. All rebate amounts will be paid to the owner/developer.
2. **Austin Energy** will pay program incentives within six weeks of the date after all required customer documentation is received and approved.
3. Rebates are paid only after **Austin Energy** has approved the rebate application and conducted any necessary site inspections. All installed equipment must comply with local, state, and federal regulations, including building code and permitting requirements.
4. Offerings, program requirements, and rebate levels are subject to change without notice.

FUNDING

1. Funding for the pilot program is limited and available to **Austin Energy** customers on a first-come, first-served basis, subject to budget availability and City Council approval.
2. The maximum combined rebate is $300,000 per customer site per fiscal year (October through September).
3. Projects must meet all program-defined phases and milestones, or funds must be returned to the utility.

PROJECT INFORMATION

Austin Energy shall retain access to all programming documentation and post-occupancy information provided by the customer and/or property management team. The terms and conditions below provide an overview of the project team, execution, and energy and cost reporting requirements.

PROJECT TEAM

Hiring requirements:

1. Hire a Certified Passive House Consultant through Phius to be a consultant throughout the design and certification process.

2. Hire a construction contractor with high-performing building experience (LEED, AEGB, or another certification program).

Participate in the training and workshops below. Note: **Austin Energy** will cover the costs:

1. A Phius Certification Project Workshop for up to four team members,
2. Semiannual Austin Energy hosted a cohort workshop to share learnings throughout the process.

PROJECT EXECUTION

The **Customer** must comply with local, state, and federal laws and codes. Procure services from subcontractors using commercially responsible procurement mechanisms and, to the extent practicable, using competitive procurement procedures. Other project requirements include, but are not limited to:

- Participate in the Austin Energy Green Building program and assist AEGB representatives during field verification visits and audits.
- Develop a plan and install systems to monitor and report thermal comfort metrics (temperature and humidity) for three years after occupation.
- Agree to participate in marketing and outreach throughout the project lifecycle, including webinars and case studies.

ENERGY AND COST REPORTING

The **Customer** must provide **Austin Energy** with access to all requested project documentation, such as:

- A report on the incremental costs of program measures over the City of Austin Energy Code Requirements at the design and closeout phases (updated for as-built).
- Detailed energy budgets from the Phius model to compare against actual energy usage documented during the three years of energy benchmarking.
- Detailed information that may help evaluate and substantiate electric savings or energy reduction estimates. Examples of such information include construction documentation, capital costs, product specifications and manufacturer literature.
- Building performance data for three years after the final certificate of occupancy has been issued. This verification process may include, but is not limited to,

providing temperature and humidity data for each unit, data logger installation, reporting occupancy numbers, surveying tenants, or maintenance log reports.

EXCLUSION

Projects are excluded from other Austin Energy rebates and incentives, apart from the **Business EV Charger Rebate**, the **Multifamily Solar Photovoltaics (PV)** rebate and Incentives, and participation in ongoing Demand Response programs such as **Power Partner.**

INDEMNIFICATION

Customer shall indemnify Austin Energy against all losses and liabilities arising from Customer's participation in the Program.

JURSIDICTION AND VENUE

Texas law governs this agreement without regard to its conflicts of laws principles. Travis County, Texas, is the proper venue for any dispute arising from this agreement.

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Customer Legal Name:

_____

Printed Name

_____

Signature

_____

Company

_____

Date