

# Utah C-PACE Application

Please complete the entire application form.

## Contact Information

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

I am a (please select one):

Property Owner       Building Manager       Municipality

Investor/Lender       Contractor/Auditor/Project Developer

Mortgage Holder       Other: \_\_\_\_\_

## Building Owner Information

Building Owner: \_\_\_\_\_

Entity: \_\_\_\_\_

Building Owner Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

## Project Type

Energy Efficiency Upgrade

Renewable Energy System Upgrade or Installation

Water Conservation

Other: \_\_\_\_\_

## Conservation Projects

Describe each energy efficiency, water conservation, and/or renewable energy system project. Include estimated costs and projected utility savings.

Energy and/or Water Conservation Project	Estimated Cost	Projected Utility Savings
<b>Total:</b>		
<b>Estimated C-PACE Financing for Project(s):</b>		

### Tax Credits

Do you plan to apply for any state or federal tax credits in connection with C-PACE financing?

Yes  No

If yes, please describe:

\_\_\_\_\_

### Energy Audit

Please attach all audits, feasibility studies, incentive information, and other relevant project documents to this application.

Type of energy audit last conducted on the building: \_\_\_\_\_

Date of audit: \_\_\_\_\_

If you are installing or upgrading a renewable energy system(s), have you conducted a feasibility study?  Yes  No

Date of feasibility study: \_\_\_\_\_

### Contractor Contact

Contractor Company: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### Building Financials

1. Amount of property taxes and other municipal assessments (ex., sewer assessment) paid on the property in the most recent year: \_\_\_\_\_

Are payments current?  Yes  No

Are all other municipal assessment payments current?  Yes  No

Do you have clear title to the property with no encumbrances?  Yes  No

If no, please describe encumbrances on the property:

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2. Are there any outstanding liens (including tax liens) or notices of default on the property?

Yes  No

If so, describe who holds the liens or who issued the notices of default:

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3. Is/are there a current mortgage(s) on the property?  Yes  No

If yes, describe all mortgage holder(s):

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Are there payment penalties?  Yes  No

Principal outstanding: \_\_\_\_\_

Are mortgage payments current?  Yes  No

## Terms and Conditions

The State of Utah, Governor's Office of Energy Development ("OED"), will facilitate a statewide Commercial Property Assessed Clean Energy (C-PACE) program. OED will coordinate certain services to allow commercial property owners ("Owner") to utilize C-PACE financing for water conservation, energy efficiency, and renewable energy projects. The following standard terms and conditions apply to OED's program.

1. **Confidentiality.** OED is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 901 ("GRAMA") Accordingly, certain records within possession or control, including without limitation, these standard terms and conditions, may be subject to public disclosure. Pursuant to section 63G-2-309 of GRAMA, any confidential information provided by Owner to OED that Owner believes should be protected from public disclosure, must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such a claim.
2. **No Endorsement:** Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the State of Utah. The views and opinions expressed herein do not necessarily state or reflect those of the State of Utah, and shall not be used for advertising or product endorsement purposes.
3. **Disclaimer of Liability:** OED is a governmental entity defined by the Utah Governmental Immunity Act, Utah Code §63G-7-101, et seq. and does not waive any defenses contained therein. With respect to documents and information available under OED's C-PACE program, neither the State of Utah nor any of its employees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. OED will not be responsible for any damages suffered by Owner, to include loss of data collected under Paragraph 6.
4. **No Warranties and Representations:** OED makes no representations, covenants, or warranties under this agreement, other than the duties of Program Administrator, as outlined the C-PACE Program Guidebook. OED does not guarantee funding for the project or increased property value. Owner must abide by the terms of the bond agreement and the conditions set forth by the entity issuing the C-PACE bond. OED is not responsible for any obligations under the bond agreement. OED is not responsible for any construction defects or negligence by a contractor or worker on the authorized list.
5. **Assumption of the Risk:** Owner knowing the risks described above, and in consideration of being permitted to participate in the C-PACE program, Owner agrees to, and on behalf of its successors or assigns, to assume all the risks and responsibilities surrounding its participation in the C-PACE program. To the maximum extent permitted by law, Owner releases, indemnifies,

and covenants not to sue OED from and against any present or future claim, loss or liability for injury/damages to person or property which owner may suffer, or for which owner may be liable to any other person, during Owner's participation in the C-PACE program. This agreement shall be governed by the laws of the State of Utah, which shall be the forum for any lawsuits filed under, or incident to, this agreement or to the C-PACE program.

6. **Consent to Collect and Use Data:** Property owner hereby consents to OED collection of, the use of, and reuse of data or information gathered from the C-PACE program for any purpose including but not limited to use in print, on the internet, and all other forms of media. Owner also hereby releases OED and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.
7. **No Agency:** Nothing contained in these standard terms and conditions shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Owner has no authority to act as agent for, or on behalf of, OED, or to represent OED, or bind OED in any manner.
8. **Amendments:** These standard terms and conditions may only be amended by the written agreement of OED, which amendment will be attached to these standard terms and conditions. Automatic renewals will not apply to these standard terms and conditions.
9. **Conflict of Interest:** Owner represents that none of its officers or employees are officers or employees of OED or of the State of Utah, unless disclosure has been made to OED.
10. **Termination:** These standard terms and conditions may be terminated by OED at any time upon OED providing Owner with 10 days' written notice of termination. Such notice may be provided to Owner by OED at any time and for any reason, with or without cause.

\_\_\_\_\_  
Building Owner

\_\_\_\_\_  
OED Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please submit application and/or questions to: [utahcpaace@utah.gov](mailto:utahcpaace@utah.gov)