

# 2020 Zero Energy Now Program

## Quality Guarantee

### 1. OVERVIEW

All Contractors participating in the Zero Energy Now Program who have signed a Memorandum of Understanding with the Program Administrator shall guarantee to repair or replace, at no cost to the customer and to the customer's satisfaction, any identified deficiency in any installation performed or managed by the contractor. Customer satisfaction shall be established by customer confirmation via written or electronic communication to Zero Energy Now Program Administrator.

### 2. APPLICABILITY

- A. Eligible Properties.** All properties participating in the Zero Energy Now program are eligible for this guarantee.
- B. Eligible Measures.** This quality guarantee applies only to measures installed directly by the participating contractor or installed by subcontractors working under the control of the participating contractor.
- C. Participating Contractors.** For purposes of the Quality Guarantee, Participating Contractors are defined as Home Performance Contractors who participate in the Efficiency Vermont Home Performance with ENERGY STAR Program and who have signed a Memorandum of Understanding with the 2020 Zero Energy Now Program Administrator.
- D. Reasonable Maintenance.** In order for this Guarantee to apply, property owners must exercise reasonable maintenance and upkeep of the property and may not negligently or intentionally cause damage to the property resulting in any deficiency identified.
- E. Scheduling Inspection and Work.** In order for this Guarantee to apply, customers participating in the Zero Energy Now Program must make the building available for inspection and for follow-up work within the timeframes identified in Section 4 of this Guarantee ("Claims Procedure").
- F. Deficiency.** A deficiency in the Contractor's work or in any installation performed or managed by the contractor or subcontractors occurs when the customer is unsatisfied. Deficiencies are resolved upon customer satisfaction confirmed via written or electronic communication to the Zero Energy Now Program Administrator.
- G. Deficiencies Beyond Contractor's Control.** This Guarantee does not apply to deficiencies that occur for reasons beyond the control of the Contractor. Zero Energy Now Program Administrator will make the ultimate determination as to whether

deficiencies identified by the customer are beyond the Contractor's control.

- H. Ultimate Determination of Applicability.** Ultimate determination of applicability of this guarantee will be determined by Zero Energy Now Program Administrator following a building inspection.

### **3. TERM**

Quality guarantee claims may be made anytime following the completion of the retrofit up to the deadline for filing a Savings Guarantee Claim (i.e., 90 days after the one-year anniversary of retrofit completion, as defined by the Project Test-out Date.)

### **4. CLAIMS PROCEDURE**

- A. Process.** In the case of a Quality Guarantee claim, the steps in the claims process are as follows:

- i. The customer files a claim using the Quality Guarantee Claim Form;
- ii. The claim automatically triggers an inspection by Zero Energy Now Program staff;
- iii. Once the deficiency is verified and the applicability of the Guarantee is confirmed by Zero Energy Now Program staff, the Participating Contractor will correct the deficiency;
- iv. The problem will be deemed corrected, and the Contractor released from any further responsibility to correct deficiencies once the customer confirms that they are satisfied via written or electronic communication to the Zero Energy Now Program Administrator.

- B. Inspection Timeframe.** Zero Energy Now Program staff will inspect the building within 14 days of receiving a communication from the customer identifying a deficiency.

- C. Repairing Deficiency.** Contractors shall make a good-faith effort to correct the deficiency to the customer's satisfaction within 30 days of the inspection or shall develop a plan satisfactory to the customer to do so with a reasonable period of time.

- D. Customer Sign-Off.** If and when they are satisfied that the deficiency has been corrected, the customer shall immediately confirm their satisfaction via written or electronic communication to the Zero Energy Now Program Administrator, within 24 hours of completion.

**5. DISCIPLINARY PROCEDURE FOR CONTRACTORS**

Contractors who fail to correct a deficiency or receive a customer sign-off within the terms outlined above shall be subject to disciplinary procedure by the Zero Energy Now Program Administrator, up to and including removal from the Program. The ultimate decision regarding whether to remove a contractor from the Zero Energy Now program shall rest with Zero Energy Now Program Administrator. A procedure for appeal of any disciplinary measure taken, and/or readmission in good standing to the Zero Energy Now Program shall be developed within the context of the actions taken.

**6. LIMITATIONS**

Aside from reprimand, probationary status, or potential removal from participation in the Zero Energy Now Program at the discretion of Zero Energy Now Program Administrator, failure to satisfy the terms of this Guarantee on the part of the contractor shall not result in any additional obligations or repercussions being placed on the Zero Energy Now Program, its staff, or affiliated organizations beyond fixing the deficiency to the satisfaction of the customer. If a former Zero Energy Now Contractor is removed from participation in the Zero Energy Now Program and satisfactory repairs have not been completed, then the Zero Energy Now Program Administrator shall enlist another contractor to fix the issue to the satisfaction of the customer at the customer's expense.