

Logan City Commercial Lighting Incentive Letter of Intent

City of Logan • Environmental Department • 450 N 1000 W • Logan • UT • 84321



435-716-9792(ph) • 435-716-9751(fax) • emailik@loganutah.org • <http://conservation.loganutah.org>

Date: _____

Agreement between:

City of Logan
Environmental Department
450 N 1000 W
Logan, UT 84321
Attn: Commercial Be Energy Wise

And

Customer: _____

Contact Person: _____

Address: _____

Address Line 2: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Alternate Phone:** _____

E-Mail: _____

Logan City Acct Number (from utility bill): _____ - _____

1. Customer will contact one of the qualifying lighting specialists as listed on <http://conservation.loganutah.org> or on a provided written list to perform an energy analysis of their facility located at _____.

Customer agrees to work cooperatively with both City of Logan and the chosen qualified lighting specialists in order to carry out the energy analysis in a thorough manner.

2. City of Logan agrees to keep all information that may be received as a result of this application process strictly confidential if it is identified by the customer in writing as confidential.
 - a. Confidential information will not be shared with any third party other than approved lighting specialists who have been hired to perform energy analysis and/or a retrofit at customer's facility. All approved lighting specialists will sign confidentiality statements upon receiving known confidential information that shall be shared with the customer upon customer request.
 - b. City of Logan's obligation to protect a customer's confidential information will remain force for two (2) years from the date of this agreement.
 - c. Confidential information does not include information that is a matter of public record or public knowledge or literature, is approved for release, in writing, by the customer, or disclosed due to court, governmental, or regulatory orders.

3. Customer agrees to be cooperative with City of Logan employees, lighting specialists, and any other person(s) associated with the application for Logan City Commercial Lighting Incentives.

Failure to cooperate with any party associated with the application for Logan City Commercial Lighting Incentives will result in a delayed or denied application.

4. Customer agrees to allow Logan City to release their Logan City Light & Power electric information for above listed facility to the lighting specialists involved in providing energy analysis. This information will not be released to a third party unless they have signed a confidentiality agreement and are associated with Logan City Commercial Lighting Incentive project. Copies of the signed confidentiality agreement will be made to the customer at customer's request.
5. City of Logan is not responsible and carries no responsibility for the discovery, presence, handling, removal or disposal of or exposure of person to hazardous materials of any kind in connection with the facility listed above. This includes asbestos, PCBs, or other toxic substances.
6. Customer acknowledges that Logan City does not guarantee or warrantee any work provided by listed qualified lighting specialists. Logan City makes no warranty, express or implied.
7. Customer acknowledges that this Letter of Intent is not an incentive offer and does not guarantee that funds will be available for an incentive once work is completed.
8. Customer understands that their Logan City Utility account must be in good standing in order to receive any incentive.

Signed:

Customer

By: _____
Title: _____
Date: _____
Signature: _____

City of Logan

By: _____
Title: _____
Date: _____
Signature: _____