

Contract for Weatherization Management

**Address
City & State**

I. Parties

This contract is made and entered into on and specifies the terms of the agreement between Client Name, homeowner, and *Sherlock Homes Inspection Service Inc./Weatherization Pros*.

II. The Contract Documents

The contract documents include the terms of this contract and, by reference, the documents listed below:

1. Final Work Scope

III. The Scope of the Work

Sherlock Homes Inspection Service Inc./Weatherization Pros will schedule with an approved weatherization pro contractor a date and time to implement the client approved Final Work Scope measures. The contractor will furnish all the labor, materials, and equipment necessary to complete the alterations and improvements described in the Approved Final Work Scope; (the "Work"). Direct Weatherization Fees are listed in the Final Pricing Sheet.

IV. Change Orders

All change orders must be in writing and signed by all the parties. The owners agree that changes resulting in the furnishing of additional labor or materials will be paid for prior to the commencement of the extra work. The owners agree that either of them may sign a change order, and that signature will be binding on both.

VI. Insurance and Risk of Loss

The owners agree to maintain insurance covering the replacement cost of the improvement under contract in the event of loss through fire, casualty, storm or other disasters, and theft of materials from the site. The Weatherization contractor will maintain workers' compensation insurance and liability insurance to protect the owners from liability claims for damages because of bodily injury, including death, and from liability for damages to property arising out of a contractor's performance of the Work.

VII. Access

The property owner will allow free access to work areas for workers and vehicles. Driveways will be kept clear for the movement of vehicles during work hours.

VIII. Site Conditions

The property owners acknowledge that this contract is based upon the Auditors observation of conditions at the time of the Diagnostic Audit. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, the weatherization contractor will notify the property owner and will attempt to reach an agreement for a change order to this contract that addresses those problems if necessary.

IX. Final Inspections and/or Weatherization Completion Form

Upon notification by the weatherization contractor of completion of the work, the owners and the weatherization contractor will inspect the work performed, and sign the weatherization completion form indicating that the work described in the Final Work Scope has been satisfactorily completed.

Sherlock Homes Inspection Service Inc./Weatherization Pro’s will perform a Final Audit to confirm results. Final Audits are required when a performance guarantee is implemented.

X. Payment

Direct Weatherization fees shall be due in full upon satisfactory completion of the weatherization measures and a signed Weatherization Completion form from the home owner and contractor. These fees should be paid directly to the contractor. **Adjustment in the fees can be made if work scope items are not performed.**

Sherlock Homes Weatherization management fees and final audit fees are due upon completion of the final audit. Acceptable payment methods can include but may not be limited to Check, or Credit card.

XII. Standards of Practice

All weatherization work performed will meet or exceed the standards of the Building Performance Institute.

XIII. Dispute Resolution

All the parties will cooperate with each other to resolve conflicts informally. In the event that is not possible, the conflict will be decided according to the Construction Industry Rules of the American Arbitration Association, and the laws of the state where the project is located. The arbitrator will award reasonable costs and expenses, including attorney fees, to the prevailing party.

XIV. Signatures

We, the undersigned, have read and understood this entire contract, including documents attached by reference. We acknowledge that this document constitutes the entire agreement between the parties. We also are acknowledging that are primary heat source is electric.

Dated: [Click here to enter a date.](#)

Signed: _____

Sherlock Homes Inspection Service Inc./Weatherization Pro’s

Dated: _____

Signed: _____

Signed: _____

Client:

Performance Guarantee

Date:
Address:
City:
Name:

Sherlock Homes Inspection Service Inc. /Weatherization Pros limited guarantee is a guarantee of seasonal load energy use. This limited guarantee is provided to the client by Weatherization Pros, and includes a detailed client list of responsibilities.

Eligibility:

Residential Buildings are eligible for this warranty that meet 4 of the following criteria prior to weatherization and all recommended work scope items are implemented by an approved Weatherization Pro contractor.

Prior to Weatherization:

1. Whole house leakage is 25% or more above the minimum ventilation rate.
2. 4 or more air ducts with duct leakage above 2.0 Pascal's.
3. Attic insulation at or below R19.
4. Air barrier defined as the foundation wall and Rim Joist with foundation wall insulation at R0.
5. Air barrier defined as the sub floor with the floor cavity insulation and duct insulation at R0.
6. 45% of the total load is seasonal load.

Residential buildings that have significant moisture management issues, air quality issues, mold, or wet to damp crawl spaces or basements will not be eligible.

Heating and Cooling Energy Use Limited Guarantee*

Sherlock Homes Inspection Service Inc. /Weatherization Pros guarantees the client that the energy used to heat and cool the home (as calculated in the account analysis) will be reduced by a minimum of 20%, subject to the terms of the limited guarantee. Since this is a limited guarantee of energy consumption and not cost, any reference to dollar amounts is strictly an estimate and actual costs will vary with the cost of energy.

HEATING AND COOLING LIMITED GUARANTEE: Sherlock Homes Inspection Service Inc. /Weatherization Pros guarantees that the energy you use to heat and cool your Home in a typical weather year (the "Heating/Cooling Energy" or Seasonal Load) will be reduced by 20% after weatherization. The Guaranteed reduction is calculated in the following manner.

Base Load

The energy or fuel that is consumed by household devices that has little to no dependence on outside air temperature including, but not limited to, lighting, kitchen and cleaning appliances such as refrigerators, freezers and the like, domestic hot water, and electronics. The Base Load is calculated by the average of the lowest 3 months of kilowatt usage.

Seasonal Load

The energy or fuel that is consumed by household devices that is dependent on outside air temperature. These items are limited to Furnaces, and Air Conditioners. The Seasonal Load is calculated by subtracting the Base Load from the Seasonal Load.

If the Heating/Cooling Energy for your Home exceeds the Guaranteed Usage for a Period (defined below), Sherlock Homes will issue you a warranty rebate for the cost of the difference between the Guaranteed Usage and the Seasonal Load, subject to the terms and conditions of this Limited Guarantee (the "Reimbursement Amount"). The Reimbursement Amount will be calculated using the average of each of your annual electricity utility rates for your Home, excluding taxes, surcharges and other fees charged by your utility provider, during the period of this Limited Guarantee. Sherlock Homes Inspection Service Inc./Weatherization Pros may (but is not required to) inspect and meter your Home as it reasonably deems appropriate to, among other things, identify the sources of energy use in your Home, and Sherlock Homes Inspection Service Inc./Weatherization Pros will reasonably coordinate to have any changes or modifications, as deemed reasonably appropriate by you or Sherlock Homes Inspection Service Inc./Weatherization Pros, made to your home to lower the energy requirements for heating and cooling your Home. Sherlock Homes Inc. /Weatherization Pros shall not be responsible for performance of and/or payment for any changes or modifications to your Home by you or any third party under the Heating and Cooling Limited Guarantee.

DURATION OF LIMITED GUARANTEE: To activate this Limited Guarantee, you must provide a copy of your last 3 years/36 months of Utility consumption including gas and electric, to Sherlock Homes Inspection Service Inc. /Weatherization Pros for review. Homeowners are only eligible for a warranty claim 3 years from when the weatherization was completed. If activated within a 30-day period, the Limited Guarantee's period will start on the first day of the second calendar month after weatherization, and continue for the Guarantee Duration, (3 years). Each year of this Limited Guarantee is defined as a "Period". This Limited Guarantee is not transferable.

YOUR RESPONSIBILITIES: Your actions can greatly affect energy use in your Home. You are not covered under this Limited Guarantee unless you exercise prudent energy management for your Home. As a condition to maintaining this Limited Guarantee, you agree to:

1. Use windows and doors prudently when operating the heating, ventilating, and cooling ("HVAC") system of your home.
2. Follow manufacturer's instructions regarding operation and service of the HVAC system of your Home, including annual inspections and filter replacement.
3. Set the thermostat of your Home at no lower than 72 degrees F during the cooling season and no higher than 70 degrees F during the heating season.
4. Notify Sherlock Homes Inspection Inc. /Weatherization Pros of any change or modification to your Home, its HVAC system and/or its occupancy after the Start Date so that Sherlock Homes Inspection Inc. /Weatherization Pros, in its discretion, may re-evaluate and make appropriate adjustments to the Guaranteed Usage. You will be charged a fee for any such re-evaluation or adjustment. Sherlock Homes Inspection Inc. /Weatherization Pros, in its discretion, refuse to pay a Reimbursement Amount under this Limited Guarantee for any material changes or modifications to your Home, its HVAC system and/or its occupancy.
5. Submit any claims and notices in writing to: Sherlock Homes Inspection Inc. /Weatherization Pros at 3901 E Hagan St Suite #F Bloomington, IN 47401. Any claim for a Period must be submitted to Sherlock Homes Inspection Inc. /Weatherization Pros within 30 days of the end of that Period. For example, any claim for the first year of the Limited Guarantee must be submitted within 30 days after the first anniversary of the Start Date. You must include copies of your actual detailed monthly utility statements for your Home for the applicable Period and proof of the HVAC system maintenance and service work with your claim.
6. Permit Sherlock Homes Inspection Inc. /Weatherization Pros to access your Home, upon reasonable notice, to inspect, meter and/or to make changes or modifications to your home in connection with this Limited Guarantee. Sherlock Homes Inspection Inc. /Weatherization Pros shall not be responsible for performance of and/or payment for any changes or modifications to your home by you or any third party.

ACCOUNT ANALYSIS: Your utility bills include all the energy you use for your Home, including activities other than heating and cooling (such as lighting, appliances, pools and spas). Upon your submission of a claim for a Period, Sherlock Homes Inspection Inc. /Weatherization Pros will calculate whether you are entitled to receive a Reimbursement Amount under this Limited Guarantee by calculating the reduction in seasonal load. The following is a description of the method Sherlock Homes Inspection Inc. /Weatherization Pros uses to estimate your Seasonal Load Energy use: First, for the claimed Period, Sherlock Homes Inspection Inc. /Weatherization Pros calculates the average of your three lowest months of energy use when your Home is occupied. Sherlock Homes Inspection Inc. /Weatherization Pros assume that this average estimates the energy you used for activities other than heating and cooling your Home. That average is then multiplied by 12 and subtracted from your total energy use during the claimed Period. The remaining amount estimates the Seasonal Load, which is the energy used to heat and cool your Home during the claimed Period. If appropriate, Sherlock Homes Inspection Inc. /Weatherization Pros also may adjust the Seasonal Load to exclude energy use not related to heating and cooling your Home, such as seasonal use of pools and spas, and to account for any change in energy use for heating and cooling your Home related to any change or modification to your Home, its HVAC System or its occupancy.

LIMITATION OF LIABILITY: This Limited Guarantee does not cover claims due to the malfunction or improper installation or maintenance of the HVAC system, abuse, neglect, accident, flood, fire, natural disasters or other acts of God. Except for the Limited

Guarantee stated above, Sherlock Homes Inspection, Inc. /Weatherization Pros makes no other express or implied guarantees, representations, or promises of any kind relating to your heating, cooling or other energy costs for your Home; the construction of your Home; and/or mold, radon or any other environmental contaminants or pollutants, whether biological or chemical in source or characteristics. Sherlock Homes Inspection Inc. /Weatherization Pros shall not be liable to you or any other person or entity for any consequential or incidental damages or attorneys' fees. Notwithstanding the foregoing, in no event shall Sherlock Homes Inspection Inc. /Weatherization Pros liability under this Limited Guarantee exceed the Reimbursement Amount as defined in and calculated under the terms of this Limited Guarantee.

CHOICE OF LAW: This Limited Guarantee is governed by, and shall be construed in accordance with, the laws of Indiana, without regard to choice of law considerations.

ENTIRE AGREEMENT: This Limited Guarantee constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements, understandings, promises and/or representations made with or to you by Sherlock Homes Inspection Inc. /Weatherization Pros or any other person or entity concerning the subject matter of this Limited Guarantee. This Limited Guarantee cannot be amended or modified without a written agreement signed by an authorized representative of Sherlock Homes Inspection Inc. /Weatherization Pros that specifically references this Limited Guarantee.

We, the undersigned, have read and understood this entire Guarantee, including documents attached by reference. We acknowledge that this document constitutes the entire Guarantee.

Dated: __
Signed: _____
Sherlock Homes Inspection Service Inc./Weatherization Pro's

Dated: __
Signed: _____ Signed: _____
Owner

- Enclosure:
Final Work Scope Weatherization Contract
Final pricing Weatherization Invoice

Definitions:

Whole House Air Leakage:

Whole House Air Leakage is a major contributor to both high energy bills, and the inability to keep the building at a comfortable temperature. As heated air rises, it escapes out of holes in the building envelope, escaping into the attic and out of the building. This rising air creates low pressure in the lower part of the building which draws cold unconditioned air into the house from wherever the house is least sealed. When it is windy- which often coincides with those periods when heating is the most important- we see even greater rates of air change.

Replacement air is often drawn from unwanted areas such as crawlspaces, the garage, wall cavities, combustion appliance zones (CAZ), and chimneys. Air from these areas can increase moisture levels, bring dust and hazardous fumes into the living space, and cause a number of indoor air quality issues. Reducing the whole house air leakage not only will tightening up the building and decrease your heating load, it will also increase your building's efficiency and indoor air quality. Finding and eliminating sources of leakage will be the single most important challenge in the process of improving your building's comfort and efficiency. The areas we will achieve this most effectively include: air sealing, doors, and floor and ceiling joists accessible from the attic and crawlspace

Air Duct Leakage:

The U.S. Department of Energy determined that an average of 25% to 40% of heating and cooling energy is lost through duct system leakage. Duct leakage has a major impact on indoor air quality and energy efficiency. Return ductwork air leaks draw air into the house from crawlspaces, garages, and attics. This leakage can bring unconditioned air, dust, mold spores, insulation fibers and other contaminants into the building. Leaking supply ducts will tend to depressurize the home, drawing air from wherever is most accessible to try and balance the pressure. Often this air will come from interior walls, crawlspaces or other unconditioned areas. Delivery system repair and/or replacement will significantly improve both system performance and indoor air quality.

Air Barrier and R Value:

An *air barrier* is any material that restricts the flow of air and can thereby serve to prevent air from leaking in and out of a building. In wall assemblies, the exterior air barrier is typically a combination of sheathing and either building paper, house wrap, or board insulation. The interior air barrier is often an interior finish, like gypsum board. A *thermal barrier* restricts or slows the flow of heat. This is accomplished through insulation including fiberglass batts, rock wool, blown cellulose, vermiculite, spray foam and rigid board insulation. Regardless of which material is used, insulation is not fully effective unless it is installed properly –that is, continuously aligned with a contiguous air barrier. Insulation works because it is resistant to the flow of heat- that is, it slows the conduction of heat. This resistance to heat flow is measured by the R-value of the material. However, most insulation products (with the exception of closed foam insulation) do a poor job at stopping air flow