

**APPALACHIAN STATE UNIVERSITY**

**APPALACHIAN ENERGY CENTER**

**ASSESSMENT SERVICE AGREEMENT**

This Assessment Service Agreement is entered into on the date last signed below between \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter the “Owner”) and Appalachian State University on behalf of the Appalachian Energy Center with a principal place of business at 438 Academy Street, Boone, North Carolina 28608 (hereinafter the “University”) for the provision of energy assessment services. For good and value consideration, the Parties hereby agree as follows:

**1. Description of Services:**

Owner has requested that University provide the following assessment services [choose all that apply]:

- Energy Efficiency Assessment –  
An Energy Efficiency Assessment will help identify and prioritize changes you can make to reduce your energy use and costs. It requires an interior and exterior tour of the building to identify potential energy efficiency improvements by visual inspection. It might also include air leakage testing of the structure using a fan temporarily placed in an exterior doorway (ie. a blower door test). Our team will visually inspect the exterior, interior, building envelope (foundation/crawlspace, walls, doors, windows, and attic), mechanical systems (HVAC, ventilation, ductwork, etc.), appliances and lighting.
  
- Renewable Energy Assessment -  
A Renewable Energy Assessment will help you learn whether generating clean energy is viable on your site and, if so, how it might impact your energy costs. We recommend that you request an Energy Efficiency Assessment at the same time. We can assess the potential for 1) Solar Photovoltaic (PV) to generate electricity, 2) Solar Thermal to provide heat, most often to heat water, 3) Wind Energy and 4) Micro-Hydropower. Wind and Solar (for PV or Thermal) will be assessed remotely using software tools. Hydropower potential requires a visit to the site, during which our team will measure the volume of water flowing and the distance it falls as it moves across the property. As a part of this Renewable Energy Assessment, Owner requests the following services:
  - Energy Efficiency Assessment;
  - Solar PV Potential;
  - Solar Thermal Potential;
  - Wind Energy Potential; and/or
  - Micro-hydropower Potential.

The University shall perform all services in accordance with the highest standards and will perform the agreed upon assessments within such times and in the form agreed to herein. Assessments are offered to provide service to the community and incidental to providing student learning opportunities. Information provided during the assessments shall not be construed as legal advice or any other form of requirement. Owner is solely responsible for evaluating any recommendations the University makes, for action taken on recommendations at Owners sole discretion and for any consequences of such actions. The University nor its employees or students engaged in the assessments shall not be liable to Owner for reliance on any such recommendations.

**2. Payment:**

Owner agrees to pay a total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to University in advance for the services listed above. These amounts must be paid prior to services being provided and are non-refundable. Payment shall be made via check, cash or money order and may be hand delivered or mailed to: Appalachian State University, Attn: Appalachian Energy Center/Energy Extension Program, 401 Academy Street, 234 IG Greer Hall, Boone, NC 28608.

**3. Term/Dates:**

Services shall be performed after receipt of payment between \_\_\_\_\_ and \_\_\_\_\_, at a time mutually agreeable to the Parties.

**4. Photo Release**

By signing this Agreement, I hereby give Appalachian State University the irrevocable right and permission to take, use, copyright and publish any photographs, digital files, images, audio and/ or video likeness taken of Owner or Owner's property for use in any of its print publications, audiovisual presentations or online, for its educational, commercial and promotional purposes. I also waive the right to approve the final product or receive any compensation for such use.

**5. Insurance**

University will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Insurance Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the negligence of University, its officers, or employees.

Owner verifies that they have a sufficient amount of home owners, renters or other liability coverage in sufficient amounts as may be required to protect Owner, University and the state of North Carolina from any claims that may result from the performance of this Agreement.

**6. Liability/Indemnification**

Owner shall indemnify, defend and save harmless Appalachian State University, the University of North Carolina, the State of North Carolina, and their respective trustees, officers, employees, and students from any and all liabilities, losses, costs, claims, damages, and expenses, including attorney fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by Owner as a result of negligence on the part of the University or others, or by others as a result of Owner's own negligence or intentional acts, during the performance of the services herein.

**7. Termination**

University may terminate this Agreement at any time upon written notice to Owner.

**8. Use of Name/Marks**

Owner shall not use the name or marks of University for any purposes without the prior written approval of an authorized representative of University.

**9. Audit**

All records, reports, documents and other materials created by University under this Agreement shall remain the property of University. Both parties agree to retain this Agreement (including all attachments hereto) and any other records or documents, which may serve to verify the costs of this Agreement for a period of three (3) years after the services contemplated herein, have been performed. Owner shall allow the North Carolina State Auditor, the University or University’s contractor to access, inspect, examine and reproduce any and all contract, financial records or other records related to this Agreement in the custody of Owner during normal business hours or at any other time deemed reasonable by the parties and otherwise as required by law, including but not limited to, N.C. Gen. Stat. § 147-64.7.

**10. Compliance with State/Federal Laws**

Both parties agree that they shall adhere to the policies of Appalachian State University, and all applicable laws, ordinances, rules and regulations adopted by the United States of America, the State of North Carolina, the Town of Boone and the County of Watauga.

**11. Governing Law/Exclusive Jurisdiction**

This Agreement shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina and Owner consents to the exclusive personal jurisdiction and venue of the courts located within the State of North Carolina.

**12. Severability**

If any part of this Agreement is held to be in violation of any law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the Parties.

**13. Notice**

Any notice or other communication required by this Agreement shall be in writing and shall be deemed given if hand delivered, sent via overnight mail by a reputable overnight courier or sent postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

If to University:           Appalachian State University  
  Appalachian Energy Center  
  401 Academy Street, 234 IG Greer Hall  
  Boone, NC 28608

With a copy to:           Appalachian State University  
  Office of General Counsel  
  438 Academy Street  
  BB Dougherty Admin Bldg, Third Floor  
  Boone, NC 28608  
  ATTN: General Counsel

If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN:

or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee.

**14. Force Majeure**

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public transportation, non- appropriation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.

**15. Entire Agreement**

This Agreement states the entire agreement between the Parties as of the date of the final signature below in respect to the subject matter of the Agreement and supersedes any previous written or oral representations, statements, negotiations or agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

**Appalachian State University**

**Owner**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Name: Darrell P. Kruger, Ph.D.

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

Title: Provost and Executive Vice Chancellor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_