



Project Name & Location

Example Estates

1234 Main Street, Madison, WI 53713

Site Contacts

John Doe

Role: Facility Manager

Phone: 555-555-555

Email: FM@building.com

Reserve Advisors Contacts

Nick Julia

Energy Auditor

Phone: 844-701-9884

Email: nicholas@reserveadvisors.com

Example Estates
Madison, WI

Dear Board of Directors of Example Estates,

At the direction of the Board that recognizes the need for proper energy planning, we have conducted an Energy Audit ASHRAE Level I for Example Estates in Madison, WI and submit our findings in this report. The effective date of this study is May 1, 2023.

The scope of this audit adheres to the guidelines developed by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) for a Level I audit. As described in ASHRAE's Procedures for Commercial Building Energy Audits, a Level I "Walk-Through Survey" will identify low-cost/no-cost measures for improving energy efficiency and provide a listing of potential capital improvements that merit further consideration.

An ongoing review by the Board and an Update of this Energy Audit are necessary to continually monitor and improve usage. We recommend the Board budget for an Update to this Energy Audit in five years. We look forward to continuing to help Example Estates plan for a successful future.

As part of our long-term thinking and everyday commitment to our clients, we are available to answer any questions you may have regarding this audit.

Respectfully submitted on May 24, 2023 by

Reserve Advisors, LLC

Analysis and Report by: Nicholas Julia, Certified Energy Manager

Review by: Fred Alatalo, P.E., Director of Energy Services

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Executive Summary

Client: Example Estates

Location: Madison, WI

Reference: 123456

Property Description: Example Estates consists of 72 units in a 7-story building. The building was built in 2002.

Assessment Date: May 1, 2023

Assessment Completed: ASHRAE Level I - Energy Survey and Analysis

Methodology: The purpose of this report is to identify cost effective Energy Conservation Measures (ECMs) to reduce energy consumption and greenhouse gas (GHG) emissions at Example Estates Building. The energy efficiency opportunities identified herein encompass both capital projects and low-cost operational and maintenance (O&M) items. All identified opportunities are estimates only, which will result in highlighting projects for further investigation and support project prioritizing. In most cases, further investigation is required to quantify potential savings and vendor quotes for project costs should be obtained to fully evaluate measure feasibility.

Current Usage:

- The Example Estates Building presently consumes about 3,228,516 kWh annually. The average annual cost of this energy is about \$253,188.
- The Example Estates Building facility presently consumes about 67,838 therms annually. The average annual cost of this energy is about \$52,100. See the “Facility Energy Use” section for more information on energy consumption.

Energy Star Score Project Improvement: The following table summarizes the projected improvement to the Energy Star Score based on the recommended energy conservation measure (ECM). Each measure was evaluated individually and did not consider interactive effects of installing multiple measures. Interactive effects should be considered if a set of measures are selected for detailed study.

Summary of Proposed Cost Savings

Proposed Measure	Annual Cost Savings	Total Measure Cost	Estimated Incentive (\$)
Replace Desktop Printer with Office Printer	Low	Low	240
Central Air Conditioning Tune Up	Medium	Low	540
Install Smart Thermostat	Medium	High	1,500
Install Kitchen Demand Ventilation Controls	Medium	Medium	400
Install Low Flow Showerheads	Medium	Medium	2,600
Install VFD on Irrigation System	Low	Medium	160
Install Low Flow Faucet Aerators	Medium	High	4,600
Replace Freezer/Refrigerator with EnergyStar	Medium	High	21,600
Replace Window in Common Area and Gym	Medium	High	3,960
Reduce Lighting System Wattage (simplified)	High	Medium	400

Facility Description



Example Estates consists of 72-units in a seven-story building with approximately 189,000-square feet. The building was built in 2002. A breakdown of the floors is as follows:

- Basement consists of on-grade parking
- Floor 1 includes the lobby, community room and upper parking
- Floors 2-7 include the residential units and corridors

The building heating, ventilation and air conditioning system consists of one rooftop heating and cooling unit to serve the corridors and individual split systems to serve the units and lobby. Unit heaters serve the garage floors.

The domestic water system consists of three boilers and one storage tank, both located in the lower garage. The system includes two booster pumps with controls and variable frequency drives for water circulation

Historic Energy Use

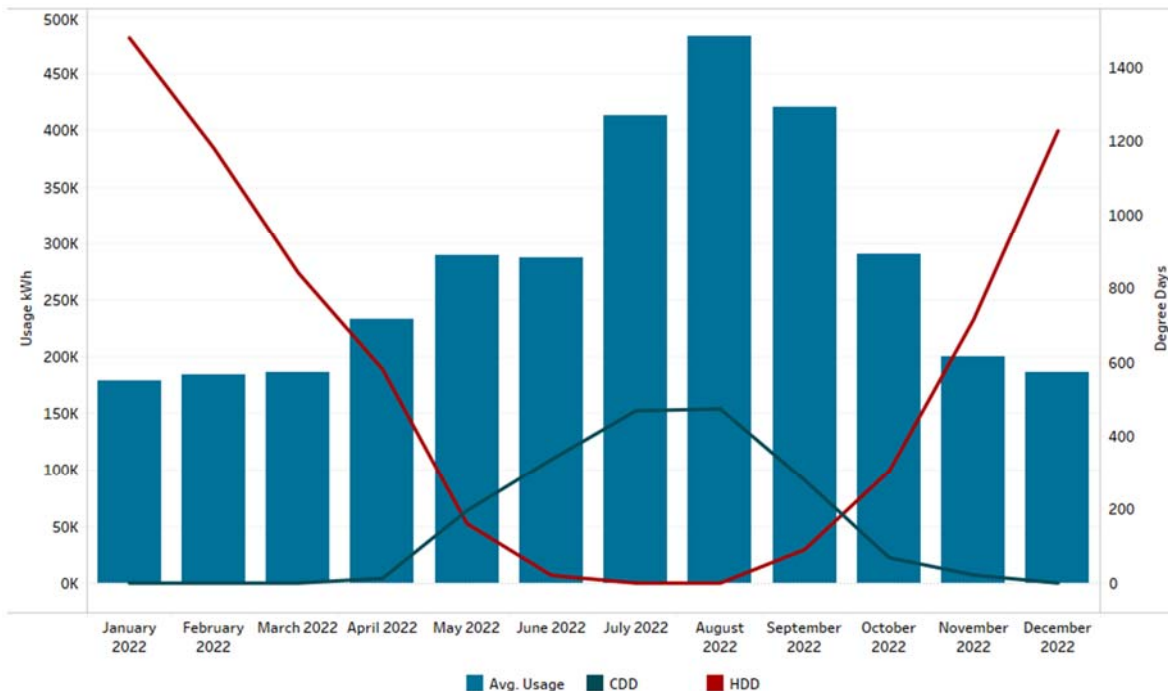
The following sections present the historical energy use within the facility. Additionally, a weather sensitivity analysis is presented for the purpose of demonstrating the impact of outdoor air temperatures (OAT) on energy use. For this report, the weather sensitivity analysis will provide insight as to whether weather is a driver for how the facility consumes energy throughout the year.

Electrical Billing Summary and Weather Analysis

The Example Estates Building facility presently consumes about 3,349,876 kWh annually. The average annual cost of this energy is about \$263,304. The following exhibit shows recent consumption from utility bills and the monthly average outdoor air temperature with heating degree days (HDD) and cooling degree days (CDD) displayed on the graph.

	Total Usage (kWh)	Electric Usage Cost (\$)	Electricity EUI (kWh/SqFt)
2022	3,349,876	263,304	17.7

MONTHLY ELECTRIC CONSUMPTION AND MONTHLY DEGREE DAYS



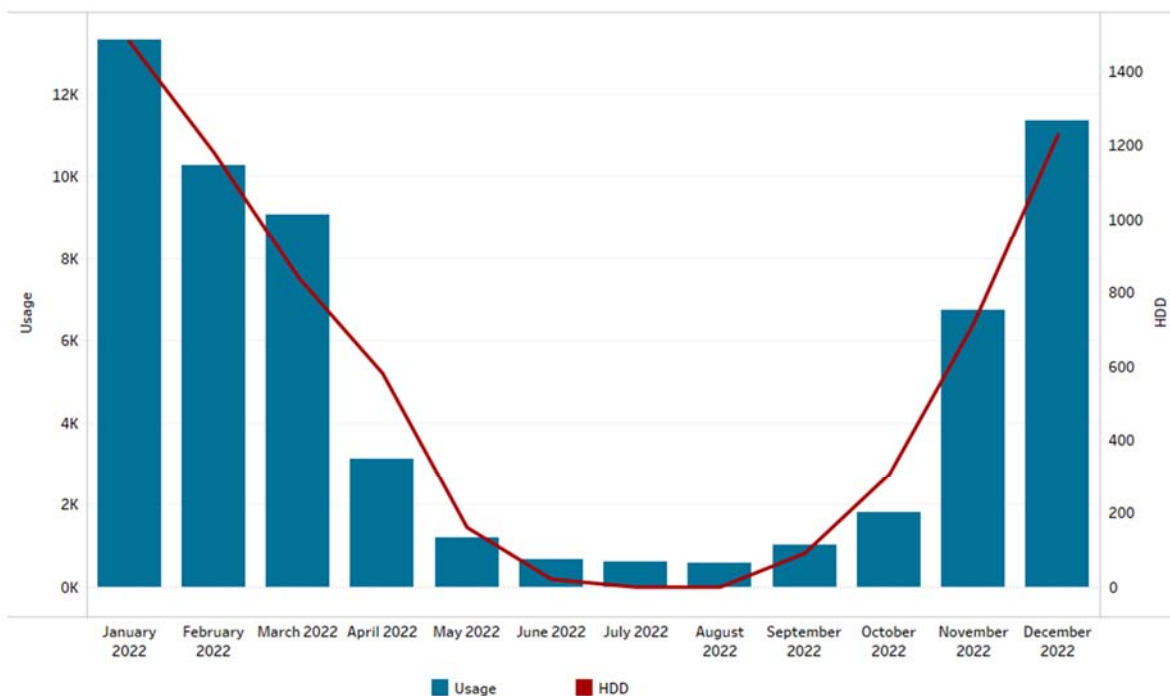
Electricity Average Blended Rate: \$0.0784 /kWh

Natural Gas Billing Summary and Weather Analysis

The Example Estates Building facility presently consumes about 59,668 therms annually. The average annual cost of this energy is about \$45,825. The following exhibit shows recent consumption data from utility bills and the monthly average outdoor air temperature with heating degree days (HDD) displayed on the graph.

	Natural Gas Usage (therms)	Natural Gas Usage Cost (\$)	Natural Gas EUI (Therms/SqFt)
2022	59,668	45,825	.32

MONTHLY NATURAL GAS CONSUMPTION AND MONTHLY DEGREE DAYS



Natural Gas Average Blended Rate: \$0.768 /therm

Benchmarking

The energy use intensity (EUI) of a building is defined as the total annual energy used by the facility divided by total floor area. This value is used to compare the building energy performance to similar buildings based on size, usage and geographic location. Similarly, the *Energy Star Score* provides a snapshot of each building's energy performance based on a percentile comparison basis. This metric is shown on a scale of 1 to 100 with the higher scores representing a higher energy performance building. Benchmark values are determined from The United States Energy Information Administration's Commercial Building Energy Consumption Survey (CBECS) report. The exhibits below present the benchmark for this facility along with its actual EUI, current Energy Star Score, and predicted Energy Star Score once ECM's are implemented. For this report, we benchmarked Example Estates Building against Multifamily Housing. Variations in your building's use and actual hours of operation compared to averages of similar facility types can significantly affect values.

	Site EUI (kBtu/SqFt)	CBECs Median EUI - All Sources (kBtu/SqFt)	Electricity EUI (kWh/SqFt)	CBECs Median Electricity EUI (kWh/SqFt)	Natural Gas EUI (Therms/SqFt)	CBECs Median Natural Gas EUI (Therms/SqFt)
2022	90	93	17.7	11	.32	1

- The lower the EUI, the more efficient the building. Lowering your EUI is essential to meeting current and/or future city and county ordinances:

	Energy Star Score	Median Energy Star Score for Multifamily Building
2022	78	66

Energy Conservation Measures

Envelope

Window Replacement in Common Area and Gym

This measure will estimate your savings for installing new windows with improvements in U-value.

Cost Benefit Analysis			
Annual Cost Savings	Medium	Total Measure Cost	High
Incentive (\$)	3,960		

Heating & Cooling

Install VFD on Irrigation System

Install a variable frequency drive (VFD) your current single speed irrigation pump.

Cost Benefit Analysis			
Annual Cost Savings	Low	Total Measure Cost	Medium
Incentive (\$)	160		

Install Smart Thermostat

This measure covers the installation of ENERGY STAR® qualified smart thermostats with behavioral learning capabilities applied to single-family and multi-family residential HVAC systems

Cost Benefit Analysis			
Annual Cost Savings	Medium	Total Measure Cost	Medium
Incentive (\$)	1,500		

Central Air Conditioning Tune Up

This measure estimates savings for a central AC “tune-up”.

Cost Benefit Analysis			
Annual Cost Savings	Medium	Total Measure Cost	Medium
Incentive (\$)			

Kitchen

Kitchen Demand Ventilation Controls

This measure estimates savings when commercial kitchen demand ventilation controls are installed. DVC's vary the kitchen ventilation exhaust and make-up airflow based on cooking load and/or time of day.

Cost Benefit Analysis			
Annual Cost Savings	Low	Total Measure Cost	Medium
Incentive (\$)	400		

Lighting

Reduce Lighting System Wattage (simplified)

Reduce wattage by switching to different bulbs or switching lighting technology. This project does not account for increased heating and decreased cooling due to wattage reduction.

Cost Benefit Analysis			
Annual Cost Savings	High	Total Measure Cost	Medium
Incentive (\$)	400		

Plug Load

Replace Desktop Printer with Office Printer

Replace desktop printers with a more efficient office printer in order to save energy.

Cost Benefit Analysis			
Annual Cost Savings	Low	Total Measure Cost	Low
Incentive (\$)	240		

Refrigeration

Energy Star Freezer/Refrigerator

This measure applies to ENERGY STAR vertical closed and horizontal closed refrigerators or freezers installed in a commercial kitchen

Cost Benefit Analysis			
Annual Cost Savings	Medium	Total Measure Cost	High
Incentive (\$)	21,600		

Water Conservation Measures

Water Use

Low Flow Showerheads

This measure estimates savings for replacing your current showerhead with a more efficient, low-flow showerhead.

Cost Benefit Analysis			
Annual Cost Savings	Medium	Total Measure Cost	Medium
Incentive (\$)	2,600		

Bath Low Flow Faucet Aerators

This measure relates to the direct installation of a low flow faucet aerator in a commercial building.

Cost Benefit Analysis			
Annual Cost Savings	Low	Total Measure Cost	High
Incentive (\$)	4,600		

APPENDIX A - Energy Usage History

Electric Consumption & Costs

	Electric Usage (kWh)	Electric Usage Cost (\$)
	2022	2022
Jan	179,268.67	14,094.33
Feb	183,675	14,440.33
Mar	186,155.33	14,629.33
Apr	233,175	18,328.33
May	289,423.33	22,748.33
Jun	286,535	22,525.33
Jul	412,858	32,450
Aug	483,226	37,980
Sep	420,039	33,012
Oct	289,839.33	22,781.67
Nov	199,871	15,711.67
Dec	185,810	14,602.67
Total	3,349,875.66	263,303.99

Natural Gas Consumption & Costs

	Natural Gas Usage (therms)	Natural Gas Usage Cost (\$)
	2022	2022
Jan	13,308.76	10221.13
Feb	10,254.53	7875.479
Mar	9,077.91	6971.835
Apr	3,111.28	2389.463
May	1,193.75	916.8
Jun	652.88	501.4118
Jul	597	458.496
Aug	574.5	441.216
Sep	1,020.2	783.5136
Oct	1,795.47	1378.921
Nov	6,738.01	5174.792
Dec	11,343.97	8712.169
Total	59,668.26	45825.22

Water Consumption & Costs

	Water Usage (ccf)	Water Usage Cost (\$)
	2022	2022
Jan	324,964.29	1,950.84
Feb	535,642.86	2,823.53
Mar	412,211.04	2,187.12
Apr	315,078.37	1,940.64
May	278,370.11	1,932.58
Jun	417,369.7	2,169.4
Jul	382,435.06	2,439.01
Aug	287,487.39	1,704.9
Sep	516,130.83	2,903.4
Oct	458,896.55	2,700.54
Nov	522,788.79	3,288.24
Dec	319,721.77	2,346.38
Total	4,771,096.76	28,386.58

APPENDIX B - Utility Rates & Incentives

Electricity Average Blended Rate: \$0.0786 /kWh

Natural Gas Average Blended Rate: \$0.768 /therm

Water Average Blended Rate \$0.01/ccf

APPENDIX C – Site Equipment

Building Envelope

Application	Wall	Name	R-Value	Comments
Wall	-	Mass Wall R-11	12.54	24 o.c. framing

Application	Roof	Name	R-Value	Comments
Roof	-	IEAD Roof R- 15	15.37	-

Application	Window	Name	U-Value	Comments
Window	-	Single Glazing - Aluminum Frame (no thermal break)	1.23	-

Application	Exterior floor	Name	R-Value	Comments
Exterior Floor	-	Mass Floor R-11	12.49	-

Controls

Name	Quantity
Thermostat	74



Cooling

Name	Quantity
Air Conditioners	74



Heating

Name	Quantity
Boilers	2



Heating & Cooling

Name	Quantity
Rooftop Unit	2



Kitchen

Name	Quantity
Oven & Range	72



Name	Quantity
Refrigerator	72



Laundry

Name	Quantity
Washers & Dryers	8



Lighting

Name	Quantity
Unit Light Fixture	80



Name	Quantity
Hallway Light Fixture	140



Name	Quantity
Outdoor Light Fixture	40



Water Heating

Name	Quantity
Water Heaters	3



Water Use

Name	Quantity
Faucet Aerator	322



Name	Quantity
Shower Head	260



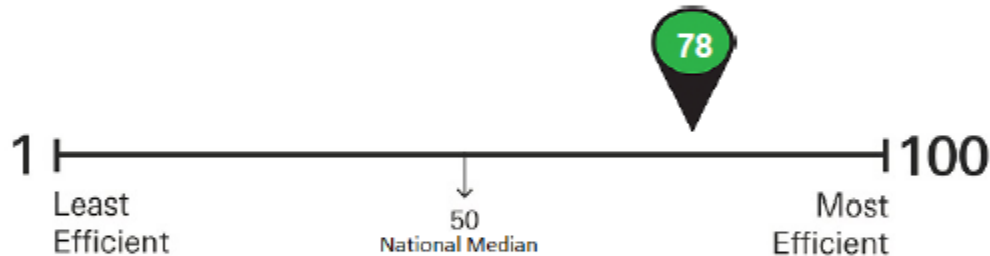
APPENDIX D - Energy Star Score

ENERGY STAR[®] Energy Performance Scorecard

78
out of 100

Example Estates

For Year Ending	December 31, 2022
Property Address	1234 Main Street Madison, WI 53713
Primary Function	Multifamily Housing
Gross Floor Area (ft ²)	189,000
Year built	2002
Energy Use per sq. ft.*	69.8 kBtu



What is the ENERGY STAR Score?

The ENERGY STAR score rates commercial building's energy performance relative to similar buildings nationwide. Expressed as a number on a simple 1-100 scale, the score rates performance on a percentile basis: a building with a score of 50 performs better than 50% of its peers. Higher scores mean better energy efficiency, resulting in less energy use and fewer greenhouse gas emissions. If a 1-100 score for a specific building type has not been developed, Site Energy Use Intensity (EUI) will be displayed on this scorecard.

Learn more at:

energystar.gov/scorecard

*Site energy use

APPENDIX E - Credentials

Founded in 1991, Reserve Advisors provides engineering consulting services including, but not limited to, reserve studies, insurance appraisals, developer turnover transition studies, expert witness services and energy services. The **engineering consulting firm** was formed to take a leadership role in helping fiduciaries, boards, and property managers manage their property like a business with a long-range plan for capital projects and property wellness.

Reserve Advisors has conducted inspections for a multitude of different communities and building types. We've analyzed thousands of buildings, from as small as a 3,500-square foot day care center to a 2,600,000-square foot 98-story highrise. We also routinely inspect buildings with various types of mechanical systems from as simple as electric heat, to complex systems with air handlers, chillers, cooling towers and boilers.

As consulting specialists, our **independent opinion** eliminates any real or perceived conflict of interest because we do not conduct or manage capital projects. **Our goal** is to help our clients fulfill their fiduciary responsibilities, recommend energy savings opportunities, and to maintain the property in good condition.

FRED ALATALO

Director of Energy Services

CURRENT CLIENT SERVICES

As Director of Energy Services, Mr. Alatalo is responsible for leading the firm's energy strategy, including product development and go-to-market, for multifamily properties.



PRIOR RELEVANT EXPERIENCE

Fred has spent the bulk of his career in energy efficiency program management including serving as the Director of Operations for all of the business energy efficiency programs for Consumers Energy (\$100 million budget and 150 staff). He has supervised several programs that were responsible for completing over 35,000 energy audits for all types of customers including multi-family, small business, large commercial and industrial. In addition, Fred managed a variety of technical service programs including retro-commissioning, energy star, new construction, small business, multi-family and pilot programs. Fred has also served as VP of C&I Innovation and VP of Engineering Services Strategy for Franklin Energy where he managed the development and promotion of new energy services.

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

Professional Engineer (PE) - Michigan

NICHOLAS JULIA

Regional Engineering Manager, Northeast Region

CURRENT CLIENT SERVICES

Nicholas R. Julia, a Civil Engineer, is an Advisor for Reserve Advisors, LLC. Mr. Julia is responsible for the inspection and analysis of the condition of clients' property, and recommending engineering solutions to increase energy efficiency or prolong the lives of the components. He also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. He is responsible for conducting Life Cycle Cost Analysis and Capital Replacement Forecast services and the preparation of Reserve Study Reports and Energy Audits for multifamily communities, condominiums, townhomes and homeowner associations.

**EDUCATION**

Marquette University - B.S. Civil Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

Engineer in Training (E.I.T.) – Washington D.C.

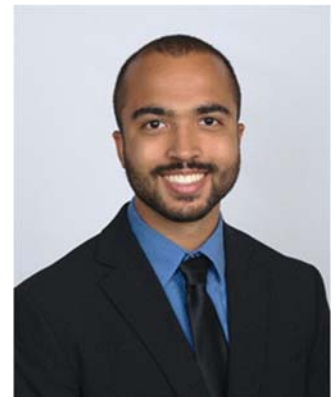
Reserve Specialist (RS) - Community Association Institute

JOSEPH COFFEE

Engineer

CURRENT CLIENT SERVICES

Joseph Coffee, is an engineer for Reserve Advisors, LLC. Mr. Coffee is responsible for the inspection and analysis of the condition of clients' property, and recommending engineering solutions to increase energy efficiency or prolong the lives of the components. He also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. He is responsible for conducting Life Cycle Cost Analysis and Capital Replacement Forecast services and the preparation of Reserve Study Reports and Energy Audits for multifamily communities, condominiums, townhomes and homeowner associations.

**EDUCATION**

Embry-Riddle Aeronautical University - B.S. Civil Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

Reserve Specialist (RS) - Community Association Institute

RESOURCES

Reserve Advisors utilizes numerous resources of national and local data to conduct its Professional Services. A concise list of several of these resources follows:

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., (ASHRAE) the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., devoted to the arts and sciences of heating, ventilation, air conditioning and refrigeration; recognized as the foremost, authoritative, timely and responsive source of technical and educational information, standards and guidelines, found on the web at www.ashrae.org. Reserve Advisors actively participates in its local chapter and holds individual memberships.

Michigan Energy Measures Database (MEMD) provides users with accurate information on technologies or measures that could be used in an energy efficiency program and for integrated resource planning (IRP).

National Renewable Energy Laboratory (NREL) specializes in the research and development of renewable energy, energy efficiency, energy systems integration, and sustainable transportation found on the web at www.nrel.gov.

R.S. Means CostWorks, North America's leading supplier of construction cost information. As a member of the Construction Market Data Group, Means provides accurate and up-to-date cost information that helps owners, developers, architects, engineers, contractors and others to carefully and precisely project and control the cost of both new building construction and renovation projects found on the web at www.rsmeans.com.

Reserve Advisors' library of numerous periodicals relating to reserve studies, condition analyses, chapter community associations, and historical costs from thousands of capital repair and replacement projects, and product literature from manufacturers of building products and building systems

APPENDIX F - Definitions

ENERGY STAR SCORE is a measure of how well your property is performing relative to similar properties, when normalized for climate and operational characteristics. The ENERGY STAR scores are based on data from national building energy consumption surveys, and this allows Portfolio Manager to control for key variables affecting a building's energy performance, including climate, hours of operation, and building size. What this means is that buildings from around the country, with different operating parameters and subject to different weather patterns, can be compared side-by-side in order to see how they stack up in terms of energy performance. The specific factors that are included in this normalization (Hours, Workers, Climate, etc) will depend on the property type. The 1-100 scale is set so that 1 represents the worst performing buildings and 100 represents the best performing buildings. A score of 50 indicates that a building is performing at the national median, taking into account its size, location, and operating parameters. A score of 75 indicates that a property is performing in the 75th percentile and may be eligible to earn ENERGY STAR Certification.

ENERGY USE INTENSITY (EUI) is the annual energy use per square foot of a property (energy divided by square foot per year). EUI enables you to compare different sized buildings. There are many versions of EUI available in the metrics of Portfolio Manager: Site EUI, Source EUI, Weather Normalized Site EUI, Weather Normalized Source EUI, National Median Site EUI, and National Median Source EUI. For this report, Site EUI is utilized.

GREENHOUSE GAS (GHG) Emissions are the carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) gases released into the atmosphere as a result of energy consumption at the property. GHG emissions are expressed in carbon dioxide equivalent (CO₂e), a universal unit of measure that combines the quantity and global warming potential of each greenhouse gas. Emissions in this report are given in four categories, Scopes One, Two, and Three (defined on the previous page), each available as a total amount in metric tons (Metric Tons CO₂e).

GROSS FLOOR AREA (GFA) is the total property square footage, measured between the outside surface of the exterior walls of the building(s). This includes all areas inside the building(s) including supporting areas. GFA is not the same as rentable space, but rather includes all area inside the building(s).

KBTU - The British thermal unit (Btu or BTU) is a unit of heat, defined as the amount of heat needed to raise the temperature of one pound of water by one degree Fahrenheit. In this report, energy is reported in KBtu, or thousand British thermal units.

NATIONAL MEDIAN - the median reference point for your property based on the 2003 Commercial Building Energy Consumption Survey (CBECS). The national median is a commonly used benchmark: 50% of properties perform below the median, and 50% perform above the median. The exact way the median is determined will depend on your property: If your property has an ENERGY STAR score - The national median is the EUI that will give your specific property an ENERGY STAR score of 50. This means the median is normalized to account for weather and property type, telling you what a median building with your activities would consume. Using the median EUI for a score of

50, other metrics like the equivalent cost and GHG emissions at the median can be computed. If your property does not have an ENERGY STAR score - The national median is the EUI from CBECS, without any normalization.

PASSENGER (PSGR) - Used interchangeably in this report with commuter.

PORTFOLIO MANAGER - is an online tool that can be used to measure and track energy and water consumption, as well as greenhouse gas emissions. It is used to benchmark the performance of one building or a whole portfolio of buildings, all in a secure online environment.

PROPERTY TYPE - indicates the single, primary use of a property as defined by Portfolio Manager.

SITE ENERGY USE - the annual amount of all the energy your property consumes onsite, as reported on your utility bills. Use Site Energy to understand how the energy use for an individual property has changed over time. Site Energy is available in a number of different formats, such as:

SITE EUI – The Site Energy Use divided by the property square foot.

WEATHER NORMALIZED SITE ENERGY - the energy use your property would have consumed during 30-year average weather conditions. For example, if 2012 was a very hot year, then your Weather Normalized Site Energy may be lower than your Site Energy Use, because you would have used less energy if it had not been so hot. It can be helpful to use this weather normalized value to understand changes in energy use when accounting for changes in weather. Weather Normalized Site EUI is also available (i.e. Weather Normalized Site Energy divided by property size or by flow through a water/wastewater treatment plant).

SOURCE ENERGY USE - Source Energy Use is the total amount of raw fuel that is required to operate your property. In addition to what the property consumes on-site, source energy includes losses that take place during generation, transmission, and distribution of the energy, thereby enabling a complete assessment of energy consumption resulting from building operations.

WATER USE INTENSITY (WUI) - the water used per square foot at a property (water divided by square foot). EUI enables you to compare different sized buildings.

APPENDIX G – Professional Service Conditions

Our Services - Reserve Advisors, LLC (“RA” or “us” or “we”) performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our energy audit services is to (i) provide an assessment of the subject property’s energy needs, and efficiency and (ii) identify opportunities to minimize energy usage and reduce related operating costs at the subject property. Our energy audit services will be performed at one of the following two levels (as indicated in the Proposal): (i) ASHRAE I – Level I Energy Audit (“ASHRAE I”), which includes energy benchmarking services and presents (a) no cost, low cost and capital intensive measures, (b) cost savings ratings in the form of low, medium and high, and (c) applicable utility rebates; and (ii) ASHRAE II – Level II Energy Audit (“ASHRAE II”), which includes energy benchmarking services and presents (a) itemized data by energy system, (b) recommended implementation costs, (c) anticipated savings, and (d) applicable utility rebates. The energy benchmarking services included in an ASHRAE I and ASHRAE II consist of tracking, collecting and summarizing the subject property’s energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our energy audit inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. Inspection of any roof components will only be completed where safe access is available (stairs or ladder permanently attached to the structure). Our energy benchmarking services with respect to the subject property included in the energy audit services is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The energy audit and benchmarking report(s) prepared and delivered in connection with the energy audit and benchmarking services (collectively, the “Report”) is based upon a “snapshot in time” at the moment of inspection. The inspection and analysis are conducted by employees generally familiar with real estate and building construction and with knowledge of mechanical and energy use systems. For purposes of clarification, our energy audit and benchmarking services exclude any opinion on the structural integrity of or other physical defects in the subject property. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the subject property’s conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the subject property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for, any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the subject property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report may contain opinions of certain estimated costs (including with respect to the subject property’s current energy consumption, proposed energy efficiency implementation costs, and/or anticipated cost savings/rebates), which opinions are neither a guarantee of actual costs or expenses, nor a guarantee of remaining useful lives of any property element. RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA’s willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an “RA Party”) harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys’ fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA’S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Report - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the energy audit and benchmarking services and is deemed complete. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available historical replacement schedules, utility bills, historical energy usage files or any other information that RA requests and deems necessary to complete the services and the Report, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law, including, but not limited to, any governmental entity or agency, or any utility company. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts energy audit or benchmarking services or reserve studies without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates and Interest Charges - The retainer payment is due upon execution of this agreement and prior to any inspection by RA in connection with the provision of any energy audit services. Any balance is due net 30 days from the Report shipment date. Any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

Miscellaneous - Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.