

Napa Green Access and Confidentiality Agreement

This agreement is between Napa Green and: _____ ("Owner")

Access to Owner's premises is necessary so that Napa Green may conduct an "Integrated Resource Audit" - a consolidated energy, water and waste assessment with an experienced facility engineer - in order to identify opportunities and recommendations to improve efficiency, cut costs and facilitate rebates when applicable (the "Project"). As used throughout this document, Napa Green and Owner are individually referred to as "Party" and collectively as "Parties." Additionally, "Napa Green" includes its employees, officers, agents, and contractors involved in implementing the Project. Owner grants access to its premises identified below, described hereinafter as "Winery."

| Vinery Name: |
|--------------|
| Address: |
| Phone: |
| Email: |

The Owner agrees to grant Napa Green access to that Winery for the purposes of the Project under the following terms:

Napa Green Agrees:

- 1. **Owner Convenience.** Napa Green agrees to coordinate visits to the Winery with the Owner, so as to minimize any disruptions or inconvenience to Owner.
- 2. Confidentiality. All data is confidential and will only be used by Napa Green. This data is collected to help the Owner/Winery and Napa Green: Identify opportunities to improve efficiency; Realize cost savings; Baseline Winery's resource metrics and track changes and improvements over time. Napa Green will not disclose to third parties Project information in a manner that identifies Winery or Owner without the Owner's prior written approval. Provided that Napa Green does not disclose the identity of Owner or Winery, Napa Green may use data collected form the Project to advance its mission to grow certified sustainable, responsible businesses in Napa County.

Owner Agrees:

- 1. **Permission.** Owner agrees to permit Napa Green to visit and review the Winery for purposes of the Project.
- 2. Access. Owner agrees to permit Napa Green reasonable access to and egress from the Winery during normal business hours to carry out the work of this study, and to direct



3. Owner's employees and contractors to cooperate with Napa Green in the conduct of the Project's areas of study.

Both Parties Agree:

- 1. **Incidental and Consequential Damages:** Neither Party shall be liable to the other for any incidental, special or consequential damages resulting from access to the Winery or the Project.
- 2. **Term of Agreement.** The term of this Agreement is from date of last signature below through completion and delivery of the Project to Owner.

AGREED AND ACCEPTED:

| NAPA GREEN | OWNER/APPROVED REPRESENTATIVE |
|--|-------------------------------|
| Signed: Anna Brittain | Signed: |
| Date: April 30, 2020 | Date: |
| Name: Anna Brittain | Name: |
| Title: Executive Director | Title: |
| Address: 952 School St. #403, Napa, CA 94559 | Address: |
| Email: anna@napagreen.org | Email: |
| Phone: (805) 636-3329 | Phone: |