## **Participation: Terms and Conditions**

## Home Energy Improvement Program

The Home Energy Improvement Program (HEIP) uses a whole-house approach to identify opportunities for reducing energy consumption. The Home Energy Analysis is the first step toward completing a full HEIP project in your home.

APPLICATION: The online HEIP application and any required additional documentation, including the homeowner-contractor contract agreement, must be filled out completely, truthfully, and accurately by the participating HEIP contractor. Participants are advised to retain a copy of this document and any accompanying documentation submitted to SMECO under the HEIP. SMECO will not be responsible for lost documentation pertaining to this application request. Details of this program, including direct install measures and rebate levels, are subject to change or cancellation without prior notice. To qualify for HEIP project rebates, an HEIP project must be completed within one year of the Home Energy Analysis, with associated documentation submitted within 30 days of the installation's completion. Funds for all HEIP Analysis and project rebates are limited and available on a first-come, first-served basis. Program rebates are valid through December 31, 2020. Please visit SMECO.coop/save for the most up-to-date program details.

**HEIP CONSULTATION:** During the HEIP Analysis process, the participant is eligible to receive any or all of the direct install measures or HVAC system tune-up services offered through the program at no additional cost. Additionally, the participant is eligible to select Smart Thermostat device installation at program subsidized rates to be paid to the HVAC contractor at the time of installation.

**ELIGIBILITY:** This offer is valid for SMECO residential customer-members applying through SMECO's HEIP only. Customer-members applying for HEIP rebates must have a central air conditioner, heat pump, or other primary electric heating system and receive electricity service from SMECO. This offer is not valid for new construction homes, multifamily, or commercial properties. For those and other programs, please visit SMECO.coop/save. Projects must be installed in the SMECO service territory by a contractor who is actively participating in HEIP. Eligible rebates and installing contractors are listed at SMECO.coop/save.

APPROVAL, VERIFICATION, AND INSPECTION: Prior to any payment of rebates, SMECO reserves the right to verify sales transactions. Contractor will verify that the installed energy-saving measures meet all applicable building codes; zoning laws; local, state, and federal requirements; and other relevant requirements. Contractor is responsible for any applicable permits as required by aforementioned codes/laws. Outdoor temperatures may affect this verification process. Participant's home may also be selected for a quality control post-installation inspection by SMECO. No warranty is implied by this inspection.

**PROOF OF PURCHASE:** In order to qualify for an HEIP project rebate, a copy of a contract agreement for eligible HEIP measures between the homeowner and an installing HEIP contractor must be submitted to the program as proof of purchase. The contract copy must include a detailed scope of work indicating insulation levels, infiltration reduction, duct sealing, HVAC improvements (type, make, model, and serial numbers), lighting (other than installed during the consultation as a direct install measure), water heating measures (type, make, model, and serial numbers), home location, and date of contract.

**HEALTH AND SAFETY:** During the HEIP Analysis process, any health and safety issues that are identified, including but not limited to carbon monoxide, asbestos, mold, and lead, will need to be rectified prior to any work being completed in the home. SMECO's HEIP Energy Advisor will coordinate with HEIP installation contractors to verify that the proper remediation has been completed prior to starting the recommended HEIP work in participant's home. If any health and safety issue is found at the time of test-out, the project will not be considered

complete until the installation contractor submits documentation that the proper remediation of the health and safety issue has been completed.

**PAYMENT:** HEIP contractors should allow up to four to six weeks for rebate payment. Payment processing may take longer if information is missing on the application or required documentation is incomplete or erroneous. Rebate check will be issued directly to the program contractor submitting the incentive application on behalf of the active SMECO account holder associated with property where work is to be performed. Please visit SMECO.coop/save if you have any questions about your rebate eligibility or accompanying documentation.

**TAX LIABILITY:** SMECO will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of rebates. Please contact your tax advisor for more information.

**FACSIMILE/SCANNED:** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to SMECO as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of SMECO, participant shall confirm documents with a facsimile transmitted signature or a scanned signature by providing the original document.

**ENDORSEMENT:** SMECO does not endorse any particular manufacturer, product, system design, or claim in promoting this program.

**INFORMATION RELEASE:** Participant agrees that SMECO may include participant's name, SMECO services, and resulting energy savings in reports or other documentation submitted to SMECO and/or the Maryland State Public Service Commission. SMECO will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**LIMITATION OF LIABILITY:** SMECO's liability is limited to paying the rebate specified. SMECO IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY DAMAGES INTORT CONNECTED WITH OR RESULTING FROM PARTICIPATION INTHIS PROGRAM. SMECO reserves the right to not pay this rebate if the application and accompanying documentation are incomplete or inaccurate.

WARRANTIES: SMECO DOES NOT WARRANT THE PERFORMANCE OF MEASURES OR OF INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. SMECO makes no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding any energy efficiency measure provided by a manufacturer or vendor. Contact your contractor for details regarding equipment/measure performance and warranties.

**PROPERTY RIGHTS:** Participant represents that he/she has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord's consent has been obtained.

**PARTICIPANT'S CERTIFICATION:** By signing below, participant certifies that he/she has authorized the installation of the direct install measures listed below during the HEIP Analysis and that he/she has reviewed and understands the above Terms and Conditions for participating in SMECO's HEIP and receiving program rebates.