

# TERMS & CONDITIONS AND CUSTOMER ACKNOWLEDGEMENT

## BUILDING TUNE-UP

### TERMS & CONDITIONS

**1. Eligibility:** Incentives are available to industrial, commercial, government, and institutional electric service Customers for the purchase and installation of qualifying energy-savings measures in the SMECO service territory. SMECO reserves the right to deny any application that may result in SMECO exceeding its program budget. Incentives are offered on a first-come, first-served basis and are subject to project and Customer eligibility, availability of funds, and distribution of incentives across the SMECO Customer base. Total incentive limits per Corporate tax ID per year for all incentives (prescriptive and custom) are limited to \$1,000,000.

**2. Approval and Verification:** Pre-approval is required for all projects. SMECO reserves the right to pre-inspect any project prior to pre-approval. No project related energy-savings measures may be contracted for, purchased or installed prior to the date of SMECO's pre-approval. Projects must be completed by the date listed on the pre-approval notification letter. Pre-approval commitments are valid for up to 6 months for prescriptive retrofit projects and up to 12 months for new construction and custom projects from the date of the pre-approval email that is issued to the customer of record. All projects that require pre-approval may also require pre-inspection. SMECO reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the energy-savings measures installed under this initiative, prior to issuing incentives, or at a later time. SMECO reserves the right, for any reasons, to stop pre-approving energy-savings measures at any time without notice. In particular, SMECO is not obligated to pre-approve any application for an incentive that may result in SMECO exceeding its program budget. SMECO reserves the right to exclude any proposed energy saving measures based on engineering analysis.

**3. Proof of Purchase:** This application must have complete information and be submitted with an invoice itemizing the new equipment purchased. The invoice must indicate the date of purchase, the size, type, make, model, serial number, part number, and/or equipment manufacturer specification sheets. The signed acknowledgement must be returned to [business@SMECO.coop](mailto:business@SMECO.coop).

**4. Compliance:** All projects must comply with all federal, state, and local codes. All equipment must be new. Used or rebuilt equipment is not eligible for incentives. Existing equipment must be removed and disposed of in a proper and legal manner. SMECO encourages that equipment is disposed of and/or recycled in an environmentally friendly manner. Existing equipment must meet specification requirements and be purchased and operating prior to submitting the application form. Only one incentive will be granted for each project. Incentives granted to contractors, distributors, or other market providers cannot also be claimed by end-use Customers.

**5. Payment:** SMECO will authorize payment upon the application's review and approval. The incentive check will be mailed 6–8 weeks after the project's completion and payment approval. Incomplete applications will be returned. The Customer may assign the incentive payment to a qualified contractor (if allowed). The benefits/payments conferred upon the Customer or their designated contractor through participation in this program may be taxable by the federal, state, and local government. The Customer or its designated contractor is responsible for declaring and paying all such taxes.

**6. Inspection:** SMECO staff or its representatives may conduct an inspection of the facility to survey the installed projects.

**7. Publicity:** SMECO reserves the right to publicize your participation in this program.

**8. SMECO/Program Logo:** Customers or market providers may not use the SMECO or Program name or logo in any marketing, advertising, or promotional materials without SMECO's prior written permission.

**9. Disclaimers:** SMECO does not endorse any particular market provider, manufacturer, product, labor, or system design by offering this program; will not be responsible for any tax liability imposed on a Customer as a result of the payment of incentives; does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties); is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.

**10. Verification:** Any Customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral, or electronic Customer survey.

**11. Application Does Not Entitle Customer to Participate:** The program described in this application may be altered, suspended, or canceled by SMECO at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by SMECO. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after SMECO has signed a copy of the application and granted pre-approval if required by SMECO.

**12. Removal of Equipment:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy-savings measures in accordance with all legal requirements. The Customer agrees to not install any of this equipment in the SMECO service territory. If the installed equipment is replaced within three years, the Customer is expected to replace the equipment with equal or more efficient equipment.

**13. Evaluation Follow-up Visits:** The Customer agrees, for a period of three (3) years after the final incentive payment, to allow SMECO or its assigned contractor to conduct on-site inspections to verify that the qualified measures are installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved. Such activities may require the installation of energy monitoring equipment

**14. Changes to the Program:** SMECO may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by SMECO.

**15. No Warranties:** SMECO does not endorse, guarantee, or warrant any particular manufacturer or product, and SMECO provides no warranties, expressed or implied, for any products or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The Customer acknowledges that neither SMECO nor any of its consultants are responsible for assuring the design, engineering, and construction of the Facility, or that the installation of the energy-savings measures is proper or complies with any particular laws (including patent laws), codes or industry standards. SMECO DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY-SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**16. Limitation of Liability:** SMECO's sole liability is limited to paying the properly qualified rebates specified herein. Neither SMECO nor any of its affiliates shall be liable to the Customer or any other party for any indirect, consequential, or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.

**17. Vendor Selection:** SMECO acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by SMECO. Notwithstanding the foregoing, the Customer acknowledges that SMECO has the right to prohibit specific vendors or contractors from program participation for any reason or no reason.

**18. Obligations Between the Parties:** Customer acknowledges that any contractor selected by the Customer is not an agent, contractor, or subcontractor of SMECO. SMECO shall have no obligation to maintain, remove, or perform any work whatsoever on the energy-savings measures installed. SMECO shall have no liability for contractor's failure to perform, for failure of the energy-savings measures to function, for any damage to the Customer's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the energy-savings measures.

**19. Energy Benefits:** SMECO is entitled to 100% of the energy benefits associated with the energy-savings measures, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated PJM Energy, Capacity and Reserves Products, and the Customer agrees to provide SMECO with such further documentation as SMECO may request to confirm its ownership of such benefits and products.

**20. Customer's Certification:** Customer certifies that he/she has purchased and installed the equipment listed above at the defined location. Customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed. Customer has verified that the units listed above have been installed correctly. Customer or Customer's representative has been instructed on how to operate and maintain this equipment and has received all necessary operation and maintenance manuals.

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GENERAL INFORMATION		
Project Name:		
Project ID <i>(found on the welcome email, starts with SM + 4 letters + 10 digits):</i>		
Street Address <i>(of the facility):</i>		
City:	State:	ZIP:
Authorized Representative <i>(please print):</i>	Title:	
Email:	Phone Number:	
CUSTOMER ACKNOWLEDGMENT		
By signing below, I hereby certify that I am an authorized representative of the SMECO customer of record for the project ID listed in Section I. I am authorized to approve maintenance work at the project company. I have read and agree to the Terms & Conditions.		
Authorized Representative Signature:	Date:	
<b>If the service provider completing the work or other 3rd party will be receiving the incentive directly, please authorize payment by signing below.</b>		
PAYMENT AUTHORIZATION		
By signing below, I hereby certify that I am an authorized representative of the SMECO customer of record for the project ID listed in Section I. I am authorized to assign the incentive payment to the designated payee below on behalf of the project company.		
Payment to: <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> 3rd Party		
Payee Company/Entity Name: <b>Chesapeake Energy, LLC</b>		
Authorized SMECO Customer Representative Signature:	Date:	

Return completed form to:  
[Business@smeco.coop](mailto:Business@smeco.coop)  
 Contact us with any questions at **866-235-6044**.

Account# \_\_\_\_\_  
 Units  
 Single \_\_\_\_\_  
 Dual \_\_\_\_\_



EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to [SMECO.coop/save](http://SMECO.coop/save).