



TERMS AND CONDITIONS & CUSTOMER ACKNOWLEDGMENT

Existing Business, New Business Construction,
and Custom Business Solutions Programs

TERMS AND CONDITIONS

- 1. Program Offer and Eligibility:** Incentives are available to all commercial, industrial, governmental and institutional customers who pay the EmPOWER Maryland Charge for the purchase and installation of qualifying energy-savings equipment in the Washington Gas Maryland service territory. Incentives are offered on a first-come, first-served basis and are subject to eligibility of the project, customer, and selected Service Provider and/or installation contractor or vendor (if applicable). Incentives are dependent upon availability of funds and the distribution of incentives across the Washington Gas territory.
- 2. Approval and Verification:** All projects require pre-approval. No amount of existing equipment may be removed and no project-related energy-savings equipment may be contracted for, purchased or installed prior to the date specified on the Washington Gas pre-approval email. Pre-approval commitments are valid for up to 6 months for Existing Business projects and up to 12 months for New Business Construction and Custom Business Solutions projects from the date of the pre-approval email that is issued to the customer of record. Washington Gas reserves the right to verify sales transactions. Washington Gas reserves the right to stop pre-approving energy-savings applications for any reason, at any time, without notice. Washington Gas is not obligated to pre-approve any application for an incentive that may cause Washington Gas to exceed its program budget. Washington Gas reserves the right to exclude any proposed energy-savings measures based on engineering analysis. Incomplete applications will be cancelled.
- 3. Proof of Purchase:** An itemized invoice must be submitted post-installation detailing the new equipment purchased and installed. The invoice must indicate the date of purchase, project location address, full model numbers of equipment installed at the project site and installed equipment quantity.
- 4. Inspection:** Washington Gas reserves the right to have reasonable access to the facility for its staff or representatives to conduct pre and/or post inspections of the existing or installed equipment prior to granting pre-approval or final approval.
- 5. Compliance:** All projects must comply with all federal, state and local codes. Washington Gas reserves the right to request and receive permits as a condition of incentive payment. All equipment must be new. Used or rebuilt equipment is not eligible for incentives. Existing equipment must meet specification requirements and be operating prior to submitting the application form.
- 6. Removal of Equipment:** The customer agrees to remove and dispose of the equipment being replaced by the energy-savings measures in accordance with all legal requirements. The customer agrees not to install any of the removed equipment in the Washington Gas service territory or anywhere in the State of Maryland.
- 7. Payment:** The incentive check will be mailed within 6-8 weeks after the project receives payment approval via email. The customer may assign the incentive payment to a Service Provider or other third party (if allowed). Only one incentive will be granted per application. Only one application can be submitted for the same equipment. Incentives granted to Service Providers or other market providers cannot also be claimed by end-use customers. Washington Gas will authorize payment upon the application's final review and approval should funds be available. Washington Gas is not responsible for any misinformation supplied by a Service Provider relating to the amount and/or conditions of the actual incentive. Washington Gas will not pay incentives for efficiency products or services that are mislabeled or misrepresented by Service Providers regarding incentive qualifications. The rebate paid will not exceed the purchase price of the equipment.
- 8. Customer Tax Obligation:** The customer or designated incentive recipient is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any program incentive payment.
- 9. Publicity:** Washington Gas reserves the right to publicize the customer's participation in this program.
- 10. Washington Gas / Program Logo:** The customer may not use the Washington Gas or program name or logo in any marketing, advertising or promotional materials without prior written permission from Washington Gas.
- 11. Evaluation and Verification:** Any customer receiving an incentive payment may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral or electronic survey. The customer agrees, for a period of three years after the final incentive payment, to allow Washington Gas or its assigned contractor to conduct on-site inspections to verify that the qualified measures or higher efficiency equipment is 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.

TERMS AND CONDITIONS (continued)

12. Changes to the Program: Washington Gas may change the program and/or the Terms and Conditions at any time without notice. Under such circumstances, the customer is not entitled to any program benefits in excess of those approved prior to such action by Washington Gas. Submission of a completed application does not entitle the customer to program participation or guarantee payment. Entitlement to program benefits can only occur after Washington Gas has a customer-signed application, has reviewed the application, and has granted pre-approval and/or final approval as required by Washington Gas. Pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of Washington Gas' pre-approval. Washington Gas reserves the right to delay or deny payments to pre-approved applications if it may result in exceeding the program budget.

13. Energy Benefits: Washington Gas is entitled to 100 percent of the energy benefits associated with the energy-savings measures, excluding the value of energy cost savings realized by the customer. The customer agrees to provide Washington Gas with such further documentation as Washington Gas may request to confirm its ownership of such benefits.

14. Service Provider/Vendor Selection: Washington Gas acknowledges that the customer may select any Service Provider, installation contractor, or other market provider to submit applications on the customer's behalf or perform the work proposed by this application, even after the application is submitted to Washington Gas. The customer, Service Provider and/or contractor acknowledges that Washington Gas has the right to restrict or prohibit specific Service Providers, installation contractors, or other market providers from program participation based on inability to register for the program or to meet minimum designated program requirements, demonstrated instances of unsatisfactory quality of workmanship, customer service-related matters or any other reason deemed necessary by Washington Gas. Washington Gas reserves the right to request and be provided with any and all current and applicable business licenses and/or construction permits as required by the State of Maryland or its counties as well as a Certificate of Insurance (COI) with designated minimum coverage amounts as required by Washington Gas from any party directly or indirectly supporting the customer's participation in this application, including the customer's employees or representatives if installation is being performed by the customer or its designated contractor. Expired licenses, Certificates of Insurance, and/or permits will not be accepted. Failure to provide Washington Gas with this request may result in cancellation of this application and denial of incentives.

15. No Warranties: Washington Gas does not endorse, guarantee or warrant any particular Service Provider or other market provider, manufacturer, product, labor or system design by offering this program, and Washington Gas 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 Service Providers, installation contractors, manufacturers, or other market providers, etc. The customer acknowledges that neither Washington Gas nor any of its consultants are responsible for assuring that the design, engineering and construction of the facility or that the installation of the energy-savings equipment is proper or complies with any particular laws (including patent laws), codes or industry standards. **WASHINGTON GAS 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: Washington Gas' sole liability is limited to paying the properly qualified incentives specified herein. Neither Washington Gas 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. Obligations between Parties: The customer acknowledges that any Service Provider, installation contractor, or other market provider selected by the customer is not an agent, contractor or subcontractor of Washington Gas. Washington Gas shall have no obligation to maintain, remove or perform any work whatsoever on the energy-savings equipment installed. Washington Gas shall have no liability for Service Provider's and/or installation contractor's failure to perform, for failure of the energy-savings equipment to function, for any damage to the customer's premises caused by the Service Provider and/or installation contractor or for any and all damages to property or injuries to persons caused by the installation or malfunction of energy-savings measures.

18. Customer's Certification: By signing the pre-approval notification, the customer certifies that the equipment has been purchased and installed. The customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed. The customer verifies that the equipment applied for has been installed correctly. The 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.

CUSTOMER ACKNOWLEDGEMENT

I. Customer Information

Project Name: _____

Project ID (located on welcome email): _____

Street Address (of the facility): _____

City: _____ State: _____ Zip: _____

Customer Name (please print): _____ Title: _____

Email: _____ Phone Number: _____

II. Customer Acknowledgement

By signing below, I hereby certify that I have read, that I understand, and that I agree to the Terms and Conditions on pages 1 and 2.

Customer Signature: _____ Date: _____

Note: Upon project completion, the Washington Gas customer of record must sign and return the pre-approval notification and provide invoices for all energy-savings measures.

III. Payment Information and Authorization

By signing below, I hereby certify that I am an authorized representative of the Washington Gas customer company/entity and that I am authorized to assign the incentive payment to the designated payee below on behalf of the project company/entity.

Payment to: Customer Service Provider 3rd Party

Payee Company/Entity Name: _____

Customer Signature: _____ Date: _____

Questions? Contact Us: 1-833-286-0860 or WashGasBusiness@icf.com



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. Click [here](#) to learn more about EmPOWER Maryland.