

## Terms and Conditions for HVAC Equipment Installations

**APPLICATION:** These Terms and Conditions govern participation in Delmarva Power's HVAC Efficiency Program ("Program") by the undersigned Delmarva Power residential customer ("CUSTOMER"). CUSTOMER must ensure that all documentation submitted to the HVAC Efficiency Program is complete, truthful and accurate to the best of CUSTOMER'S knowledge. CUSTOMER is advised to retain a copy of this Terms and Conditions document and contractor invoice submitted to the HVAC Efficiency Program. Delmarva Power will not be responsible for lost documentation. This Program covers eligible installed product rebate applications submitted June 1, 2017, through December 31, 2017. Details of the HVAC Efficiency Program, including rebate levels, are subject to change or cancellation without prior notice. **The installing participating contractor is responsible for submitting CUSTOMER'S rebate application online. This Terms and Conditions document, the online rebate application and all required documentation must be submitted online and received within 30 days of the date of installation.** Funds for rebates are limited and available on a first-come, first-served basis. Rebate amounts are valid while funds last. Please call 1-866-353-5799 or visit [delmarva.com/HVAC](http://delmarva.com/HVAC) for the most up-to-date details.

**ELIGIBILITY:** CUSTOMER is eligible for HVAC Efficiency Program rebates by installing eligible measures at a 1-4 family residence in Maryland that receives electricity distribution service from Delmarva Power and that has a working central air conditioner, heat pump or other primary electric heating system. Eligible measures must be installed by an independent contractor who is actively participating in the HVAC Efficiency Program ("HVAC CONTRACTOR"). Eligible rebates and active HVAC CONTRACTORS are listed at [delmarva.com/HVAC](http://delmarva.com/HVAC). This offer is not valid for new construction homes or commercial properties, except for geothermal products, which are valid for new construction homes that are not ENERGY STAR® certified. For information on Delmarva Power's ENERGY STAR New Homes Program and other energy efficiency programs, visit [delmarva.com/SaveEnergy](http://delmarva.com/SaveEnergy).

**PROOF OF EFFICIENCY:** In order to qualify for an HVAC Efficiency Program equipment rebate, a system must be AHRI certified. A copy of the AHRI Certificate must accompany the online application.

**PROOF OF PURCHASE:** In order to qualify for an HVAC Efficiency Program rebate, a copy of an executed contract agreement for eligible HVAC measures between CUSTOMER and a participating HVAC CONTRACTOR must be submitted to the Program as proof of purchase. The copy of the contract agreement must include a detailed scope of work indicating equipment type, make, price and date of installation.

**APPROVAL, VERIFICATION AND INSPECTION:** Prior to any payment of rebates, Delmarva Power reserves the right to verify sales transactions and installations in order to ensure that the installed measures match the documentation provided to the Program and to confirm that the measures installed meet program guidelines. CUSTOMER'S HVAC 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. HVAC CONTRACTOR is responsible for any applicable permits as required by aforementioned codes/laws. CUSTOMER'S home may be selected for a quality control post-installation inspection by Delmarva Power. No warranty is implied by this inspection.

Contractor must submit digital photo(s) or manufacturer/distributor's documentation that includes complete model and serial number of all indoor and outdoor (if applicable) equipment installed.

**HEALTH AND SAFETY:** CUSTOMER understands that if any health and safety issue is found at the time of installation, the project will not be considered complete until the HVAC CONTRACTOR installing the measure(s) submits documentation that the proper remediation of the health and safety issue identified during the installation has been completed.

**PAYMENT:** Please allow up to 6-8 weeks for rebate check payment. Payment processing may take longer if information is missing on the submitted online rebate application or required documentation is incomplete or erroneous. Please visit [delmarva.com/HVAC](http://delmarva.com/HVAC) or call 1-866-353-5799 if you have any questions about your rebate or accompanying documentation.

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

**SCANNED:** Scanned original documents transmitted to Delmarva Power as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Delmarva Power, CUSTOMER shall confirm documents with a facsimile transmitted signature or a scanned signature by providing the original document.

**ENDORSEMENT:** Delmarva Power, in promoting this Program, does not endorse any particular manufacturer, product, system design, claim or participating HVAC CONTRACTOR.

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

**LIMITATION OF LIABILITY:** Delmarva Power's liability is limited to paying the rebates specified. DELMARVA POWER IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THIS PROGRAM. Delmarva Power reserves the right to not pay this rebate if the application form is not filled out completely and accurately.

**WARRANTIES:** DELMARVA POWER DOES NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, EXPRESSLY OR IMPLICITLY. **DELMARVA POWER 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 THE INSTALLED EQUIPMENT BY A MANUFACTURER, VENDOR OR CONTRACTOR.** CONTACT YOUR CONTRACTOR FOR DETAILS REGARDING EQUIPMENT PERFORMANCE AND WARRANTIES.

**CUSTOMER CERTIFICATION:** By signing below, CUSTOMER certifies that he/she has authorized the installation of the HVAC Efficiency Program equipment at the defined location as indicated on the HVAC CONTRACTOR'S invoice and that he/she has reviewed and understands the above Terms and Conditions for participating in the HVAC Efficiency Program and receiving program rebates. CUSTOMER further represents that CUSTOMER 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. By signing below, HVAC CONTRACTOR attests to having witnessed signature by CUSTOMER or CUSTOMER'S legal guardian or power of attorney.

# Rebate Application – Terms and Conditions Signature Form

HVAC Efficiency Program (June 1, 2017–December 31, 2017)



## Rebate Type and Amount (See individual program overview for rebate requirements.) Check all that apply.

- Air Source Heat Pump Tier 1:  $\geq 16$  SEER &  $\geq 13$  EER &  $\geq 9.0$  HSPF ..... **\$400** Quantity \_\_\_\_\_
- Air Source Heat Pump Tier 2:  $\geq 18$  SEER &  $\geq 13$  EER &  $\geq 9.5$  HSPF ..... **\$650** Quantity \_\_\_\_\_
- Central Air Conditioning Tier 1:  $\geq 16$  SEER &  $\geq 13$  EER ..... **\$300** Quantity \_\_\_\_\_
- Central Air Conditioning Tier 2:  $\geq 18$  SEER &  $\geq 13$  EER ..... **\$500** Quantity \_\_\_\_\_
- Ductless Mini-Split Heat Pump Tier 2:  $\geq 18$  SEER &  $\geq 12.5$  EER &  $\geq 9.0$  HSPF ..... **\$250** Quantity \_\_\_\_\_
- Multi-Zone Ductless Mini-Split Heat Pump:  $\geq 15.5$  SEER &  $\geq 12.5$  EER &  $\geq 8.6$  HSPF ..... **\$400** Quantity \_\_\_\_\_
- Geothermal Heat Pump (Closed Loop):  $\geq 17.1$  EER &  $\geq 3.6$  COP<sup>1</sup> ..... **\$ 1,500** Quantity \_\_\_\_\_

<sup>1</sup> Geothermal products installed at new construction homes that are not ENERGY STAR certified are eligible for a rebate.

**Total Rebate Amount: \$** \_\_\_\_\_

**Rebate to be paid to:**  Customer  Contractor

## Signatures

The Delmarva Power HVAC Efficiency Program Rebate Application cannot be processed unless the online rebate application is completed by the participating HVAC CONTRACTOR and all supporting documentation has been submitted online by the contractor. Please be sure you have read the Terms and Conditions of this form as it relates to the online application. This stands as an agreement between the CUSTOMER and the HVAC CONTRACTOR. **I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE EQUIPMENT FOR WHICH I AM REQUESTING A REBATE MEETS THE REQUIREMENTS OF THE APPLICATION AS LISTED IN THE TERMS AND CONDITIONS SIGNATURE FORM. CONTRACTOR AGREES TO FURNISH CUSTOMER WITH A COPY OF THIS SIGNED DOCUMENT AND CONTRACTOR INVOICE INDICATING EQUIPMENT TYPE, MAKE, DATE OF INSTALLATION AND PRICE.**

By signing this form, I agree to all of the Terms and Conditions of this Agreement.		By submitting this form, I agree to all of the Terms and Conditions of this Agreement.	
Delmarva Power Account Number:		Company Name:	
Customer Name (Print name as it appears on Delmarva Power bill):		Contractor Name (Print name):	
Customer Email (To communicate status on rebate process and payment):			
Customer Signature:	Date:	Contractor Signature:	Date: