

Participation Agreement – Small Business Energy Solutions



Project Information

Company Name: _____ Street Address (of the facility): _____

Electric Account #: _____ City: _____ State: _____ Zip: _____

Building Type: (Check One)

Office Retail School University Religious Facility Grocery
 Lodging Industrial Warehouse Health Facility Multifamily Restaurant Other _____

Contractor: _____ Customer Project Share: _____

Project Cost: _____ Dominion Energy Contribution: _____ Sales Tax: _____

Total Customer Contribution: _____

Customer Contact Information

Mailing Address (where all correspondence will be mailed): _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Terms and Conditions

- Eligibility:** The Small Business Energy Solutions program is available to Dominion Energy South Carolina non-residential electric customers with an annual kWh consumption of 350,000 or less and 5 or fewer electric accounts in the Dominion Energy South Carolina service territory, subject to these Terms and Conditions (T&Cs). Dominion Energy South Carolina reserves the right to deny any application that may result in Dominion Energy South Carolina exceeding its program budget. The Small Business Energy Solutions incentives are limited, offered on a first-come/first-served basis, and are subject to project and Customer eligibility and funds availability.
- Incentives:** Subject to these T&Cs, Dominion Energy South Carolina will pay contribution (shown in Project Cost section) directly to the installation contractor upon satisfactory installation of the energy-saving measures. Dominion Energy South Carolina's contribution may cover up to 80% of pre-tax project costs, not to exceed \$6,000 per utility account per program year (December 1–November 30).
- Authorization, Program Changes, Suspension or Cancellation:** Dominion Energy South Carolina may change the program requirements, incentives or T&Cs, including suspending acceptance of Participation Agreements or terminating the program, at any time and without notice. In the event of a program change, signed and approved Participation Agreements will be processed to completion under the T&Cs in effect at time of execution. For all projects, entitlement to program participation and Dominion Energy South Carolina's obligation to pay incentives may occur only after a signed Participation Agreement is in place and is subject to these T&Cs.
- Proof of Purchase:** Small Business Energy Solutions contractors must provide copies of all Customer invoices or other appropriate documentation that clearly verifies the costs of purchasing and installing the energy conservation measures (ECMs), including all material, labor, and equipment discounts. Customer invoices must indicate a verifiable breakout of all ECMs purchased for installation, including quantity.
- Project Verification:** Dominion Energy South Carolina may conduct an inspection of Customer's facility to verify post-installation conditions or verify documentation prior to incentive payment at any time after receipt of a signed Participation Agreement. Notwithstanding anything to the contrary, should Dominion Energy South Carolina determine at any point before payment of the incentive that there has been significant deviation in the type, amount, cost or performance of the ECMs underlying this incentive commitment from those that were set forth in the Participation Agreement, Dominion Energy South Carolina retains the right to revoke this commitment or reduce the final incentive amount accordingly.
- Customer Tax Obligation:** Customer or Customer's contractor is responsible for declaring and paying any and all applicable federal, state and local taxes that may be owed on any incentive payment. Neither Dominion Energy, Inc. nor any of its subsidiaries shall be liable for any federal, state and local taxes that may be owed in or as a result of any incentive payment.
- Compliance:** Customer or Customer's Small Business Energy Solutions contractor is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs. Customer also agrees to comply with all federal, state and local laws, codes and regulations related to the installation and disposal of all equipment.
- Removal of Equipment:** Customer agrees to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. Customer agrees not to re-install any of this equipment in the Dominion Energy South Carolina service territory or transfer it to any other party for such installation. The customer may not utilize the SBES program to replace or retrofit equipment that has been replaced or retrofitted by the SBES program until after a period of 3 years from installation.

Participation Agreement – Small Business Energy Solutions



Terms and Conditions (Continued)

9. **Replacement of Failed Equipment:** Customers who install ECMs are expected to replace any of the ECMs that fail with similar or superior energy savings equipment at Customer's expense.
10. **Evaluation Follow-up Visits:** With advance notice, Dominion Energy South Carolina reserves the right to make or to have its contractor(s) make follow-up visits to Customer facilities during the 36 months following completion of the project to provide Dominion Energy South Carolina with an opportunity to review the operation of the ECMs for program evaluation purposes. Customer agrees to cooperate with this effort.
11. **Contractor Selection:** Customer must select Small Business Energy Solutions-approved contractor(s) for initial audit and project completion.
12. **No Warranties:** Dominion Energy South Carolina does not endorse, guarantee or warrant any particular manufacturer or product and provides no warranties, express or implied, for any products or services, and herein specifically disclaims any such guarantees or warranties. Dominion Energy South Carolina is not liable or responsible for any act or omission of any contractor hired by Customer. Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. Customer acknowledges that neither Dominion Energy South Carolina nor any of its consultants are responsible for ensuring that the design, engineering and construction of the facility or installation of the ECMs are proper or comply with any particular laws (including patent laws), codes, regulations or industry standards. Dominion Energy South Carolina makes no representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
13. **Limitation of Liability:** Dominion Energy South Carolina's sole obligation is limited to paying the properly qualified rebates specified herein. Neither Dominion Energy, Inc. nor any of its subsidiaries shall be liable to Customer or any other party for any special, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
14. **Obligations between the Parties:** Customer acknowledges that contractor is not an agent, contractor or subcontractor of Dominion Energy South Carolina and is an independent contractor, and that Dominion Energy South Carolina does not manage or control the contractor's performance. Dominion Energy South Carolina shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. Dominion Energy South Carolina shall have no liability for a contractor's failure to perform, for failure of the energy savings measures to function, for any damage to Customer's premises caused by the contractor, or for any and all damages to property or injuries to persons caused by or associated with the energy savings measures.
15. **Miscellaneous:** These T&Cs and this application, of which these T&Cs are an integral part, constitute the entire agreement between the parties and supersede all other communications, representations and understandings.

Customer Acknowledgment

By signing below, I hereby certify that all statements made on this application are correct to the best of my knowledge and that I have read and agree to the Dominion Energy South Carolina, Inc. Terms and Conditions.

Authorized Representative: _____ Title: _____
(please print)

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Audit # _____ Work Order # _____