

Terms and Conditions & Customer Acknowledgement

Energy Solutions for Business

1. Eligibility: Incentives are available to industrial, commercial, government and institutional electric distribution service Customers on rate schedules G/GS, GL, P and T for the purchase and installation of qualifying energy-savings equipment in the BGE electric service territory. These incentives are available to all commercial customers who pay the Energy Efficiency Charge, regardless of the retail electric supplier. BGE reserves the right to deny any application that may result in BGE exceeding its program budget. 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 BGE territory. Total incentive limits per corporate tax ID per year for all incentives (prescriptive and custom) are limited to \$1,000,000.

Exterior Lighting and Ineligible BGE Tariff Schedules: BGE Schedules SL – Street Lighting and PL – Private Area Lighting – Electric are **not eligible** for EmPOWER Maryland incentives as surcharges are not collected for these unmetered schedules. Any liability resulting from SL or PL equipment being replaced or altered under any EmPOWER Maryland program is the sole responsibility of the customer regardless of intent or whether the lighting equipment is BGE or customer owned. As the customer, it is your sole responsibility to verify and attest that all exterior lights are BGE metered and therefore eligible for EmPOWER Maryland incentives.

2. Approval and Verification: Pre-approval is required for all projects. BGE reserves the right to pre-inspect any project prior to issuing pre-approval. No amount of existing equipment may be removed and no project-related energy-savings equipment may be purchased, contracted for or installed prior to the date specified on BGE’s pre-approval letter. Projects must be completed within the timeframe listed on the BGE pre-approval notification letter, which will be sent via mail or email. Pre-approval commitments are valid for up to six 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. BGE reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the energy-savings equipment installed under this initiative, at any time. BGE reserves the right, for any reason, to stop pre-approving energy-savings applications at any time without notice. In particular, BGE is not obligated to pre-approve any application for an incentive that may cause BGE to exceed its program budget. BGE reserves the right to exclude any proposed energy-saving measures based on engineering analysis.

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 projects site and installed equipment quantity. The invoice must be uploaded with the customer-signed pre-approval letter through the BGE Application Center upon project completion.

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. BGE encourages equipment to be disposed of and/or recycled in an environmentally friendly manner. Existing equipment must meet specification requirements and be operating prior to submitting the application form. Only one incentive will be granted per project. Incentives granted to service providers (contractors, distributors, etc.) or other market providers cannot also be claimed by end-use customers.

5. Payment: BGE will authorize payment upon the application’s final review and approval should funds be available. The incentive check will be mailed six to eight weeks after the project receives payment approval. Incomplete applications will be cancelled. The customer may assign the incentive payment to a qualified contractor or other third party (if allowed). The benefits/ payments awarded to the customer or their designated service provider through participation in this program may be taxable by the federal, state and local government. The customer or its designated vendor is responsible for declaring and paying all such taxes.

6. Inspection: BGE staff or its representatives may conduct pre or post inspections of the facilities indicated on program applications to survey the existing or installed equipment.

7. Publicity: BGE reserves the right to publicize the customer’s participation in this program.

8. BGE/Program Logo: Customers may not use the BGE or program name or logo in any marketing, advertising or promotional materials without BGE’s prior written permission.

9. Disclaimers: BGE does not endorse any particular service provider or other market provider, manufacturer, product, labor or system design by offering this program; will not be responsible for any tax liability imposed on a customer due to payment of incentives; does not expressly or implicitly warrant the performance of installed equipment or service provider or installation contractor’s quality of work (contact your service provider 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 equipment or for any damage caused by the malfunction of installed equipment.

10. 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 customer survey.

11. Application Does Not Entitle Customer to Participate: The program described in this application may be altered, suspended or canceled by BGE 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 BGE. Submission of a completed application does not entitle the customer to program participation or guarantee payment. Entitlement to program benefits can only occur after BGE has a customer-signed application, has reviewed the application, and has granted pre-approval and/or final approval as required by BGE.

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 the removed equipment in the BGE service territory. The customer is eligible to submit new applications after the replaced or retrofitted equipment has been installed for a minimum of two years.

13. Evaluation Follow-up Visits: The customer agrees, for a period of three years after the final incentive payment, to allow BGE 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.

14. Changes to the Program: BGE may change the program and/or the Terms and Conditions at any time without notice. However, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of BGE’s pre-approval. BGE reserves the right to delay or deny payments to pre-approved applications if it may result in exceeding the program budget.

15. No Warranties: Neither BGE nor its consultants endorse, guarantee or warrant any particular manufacturer or product, and BGE and its consultants provide 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 BGE 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. BGE 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: BGE’s sole liability is limited to paying the properly qualified incentives specified herein. Neither BGE nor any of its affiliates nor its consultants 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. Service Provider/Vendor Selection: BGE acknowledges that the customer may select any service provider, installation contractor, or other market provider who successfully submits an Energy Solutions for Business Service Provider application and receives approval to perform the work proposed by this application, even after the application is submitted for pre-approval by BGE. The customer, vendor and/or contractor acknowledges that BGE has the right to restrict or prohibit specific service providers, installation contractors or other market providers from program participation based on not meeting a minimum designated Service Provider Evaluation rating, demonstrated instances of unsatisfactory quality of workmanship, customer service-related matters or any other reason deemed necessary by BGE. BGE 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 BGE from any party directly or indirectly supporting the BGE customer’s participation in this application, including the customer’s employees or representatives if installation is being performed by the customer. Expired licenses, COI and/or permits will not be accepted. Failure to provide BGE with this request may result in cancellation of this application and denial of incentives.

18. Obligations Between Parties: Customer acknowledges that any service provider, installation contractor or other market provider selected by the customer is not an agent, contractor or subcontractor of BGE. BGE shall have no obligation to maintain, remove or perform any work whatsoever on the energy-savings equipment installed. BGE shall have no liability for the 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 energy-savings measures.

19. Energy Benefits: BGE 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 associated PJM Energy, and Capacity and Reserves Products. The customer agrees to provide BGE with such further documentation as BGE may request to confirm its ownership of such benefits and products.

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

21. Right to Refuse: BGE and its consultants and contractors have the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or wellbeing. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact. BGE and its consultants and contractors reserve the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or wellbeing.

Please note that Sections I-III may be populated electronically.

I. CUSTOMER INFORMATION

Project Name: _____
Project ID (can be found under 'Manage Applications' after logging into the Application Portal): _____
Street Address (of the facility): _____
City: _____ State: _____ Zip: _____
Authorized Representative (please print): _____ Title: _____
Email: _____ Phone: _____

II. CUSTOMER ACKNOWLEDGEMENT

By signing below, I hereby certify that I am an authorized representative of the BGE customer of record for the project ID listed in Section I. I am authorized to approve the installation of the equipment on the program application. I have read and agree to the Terms and Conditions.

Authorized Representative Signature: _____ Date: _____

Note: Upon project completion, BGE customer on record must sign and return the written pre-approval letter and provide invoices for all energy efficiency measures.

If the service provider completing the work or other third party will be receiving the incentive directly, please authorize payment by signing below.

III. PAYMENT INFORMATION

By signing below, I hereby certify that I am an authorized representative of the BGE 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: Customer Service Provider Third Party

Payee Company/Entity Name: _____

Authorized Representative Signature: _____ Date: _____

Please submit for review to Business@BGESmartEnergy.com

For more information about the program, go to BGESmartEnergy.com or call 410.290.1202.

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 BGESmartEnergy.com.