

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 _____

City _____ State _____ Zip _____

Contact Person: _____ Title: _____

Terms and Conditions

- 1. Eligibility:** The Small Business Energy Solutions program ("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). The process of installing energy conservation measures (ECMs) for an eligible customer is referred to herein as a "Project." Dominion Energy South Carolina reserves the right, in its sole discretion, to deny any Project application based on the findings of an on-site energy analysis or a determination that Dominion Energy South Carolina may exceed its Program budget. The Program incentives are limited, offered on a firstcome/firstserved basis, and are subject to Project and Customer eligibility and funds availability.
- 2. Incentives:** Subject to these T&Cs, Dominion Energy South Carolina will pay an incentive payment contribution (shown in Project Cost section) directly to Dominion Energy South Carolina's designated contractor ("Contractor") upon satisfactory installation of the ECMs. Dominion Energy South Carolina's contribution may cover up to 90% of pre-tax Project costs, not to exceed \$6,000 per utility account per program year (December 1 – November 30).
- 3. 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.
- 4. Proof of Purchase:** Program Contractors must provide copies of all Customer invoices or other appropriate documentation that clearly verifies the costs of purchasing and installing the ECMs, including all material, labor, and equipment discounts. Customer invoices must indicate a verifiable breakout of all ECMs purchased for installation, including quantity.
- 5. Project Verification:** Dominion Energy South Carolina or its Third-Party Evaluator ("Evaluator") may conduct an inspection of Customer's facility to verify postinstallation conditions or verify documentation prior to incentive payment at any time after receipt of a signed Participation Agreement. No warranty is expressed or implied by this verification. 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.
- 6. Customer Tax Obligation:** Customer 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.
- 7. Compliance:** Customer understands and agrees that Dominion Energy South Carolina is not responsible for obtaining those 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.
- 8. Removal of Equipment:** Customer agrees to arrange for and allow removal and disposal 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. Customer may not utilize the Program to replace or retrofit equipment that has been previously replaced or retrofitted by the Program until after a period of 3 years from installation.
- 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.

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Terms and Conditions (Continued)

- 10. Evaluation Follow-up Visits:** With advance notice, Dominion Energy South Carolina reserves the right to make or to have Contractor or Evaluator 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. No Warranties:** Dominion Energy South Carolina does not endorse, guarantee or warrant any particular manufacturer or product or service; provides no warranties, express or implied, for any manufacturer, product, or service, or with respect to the personal safety, health or wellbeing of the Customer or any person; and herein specifically disclaims any such guarantees or warranties. 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.
- 12. Assumption of Risk and Limitation of Liability:** Customer assumes and acknowledges all risks arising from its participation in the Program including but not limited to exposure to the novel coronavirus ("COVID-19") and releases and discharges Dominion Energy, Inc., Dominion Energy South Carolina, its Contractor, Third-Party Evaluator ("Evaluator"), and their respective officers, directors, employees and agents from any liability related thereto. Dominion Energy South Carolina's sole obligation is limited to paying the properly qualified incentives specified herein. Neither Dominion Energy, Inc., any of its subsidiaries, nor its Contractor or Evaluator 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.
- 13. Right to Refuse:** Customer agrees and understands that Dominion Energy South Carolina, Contractor, and Evaluator reserve the right to refuse service or installation, or to end delivery when confronted by a customer or other individual 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, personal contact, unwillingness to wear a suitable face covering, or unwillingness to maintain adequate separation distance. Customer further agrees and understands that Dominion Energy South Carolina, Contractor, and Evaluator reserve the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or wellbeing.
- 14. Obligations between the Parties:** 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 ECMs 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 ECMs.
- 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

The parties shall be entitled to sign and transmit these documents via facsimile, scanning, or other electronic means, and further agree that facsimile, scanned, and electronic signatures shall be legal and binding and have the same effect as original signatures. If typing my name below, I understand and agree that I am electronically signing this participation agreement and agree that it will be binding on me the same as if it were physically executed via an original signature. 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.

Customer Name: _____ Customer Title: _____
(please print)

Customer Signature: _____ Date: _____

FOR OFFICE USE ONLY

Audit # _____ Work Order # _____