



Small Business Improvement Program Terms and Conditions

These terms and conditions apply to the Small Business Improvement Program. This Program has been approved by the Virginia State Corporation Commission.

Any reference in these documents to “Dominion” should be read as a reference to Dominion Virginia Energy, as well as its authorized agents and contractors.

Qualifications/Participation

- Service must be performed after July 1, 2016.
- Customer is eligible for more than one rebate per location during the program time period.
- Customer who has previously received a rebate for the Non-Residential Energy Audit Program or Duct Testing and Sealing Program is not eligible to receive another rebate for installing the same measure on the same unit.
- Work must be completed by a contractor participating in the Small Business Improvement Program when the work begins.

Payment

- Rebate application must be submitted within 45 days of the service date.
- Applicant must be a Dominion Energy Virginia non-residential customer of a privately-owned business with 5 or fewer locations that has not exceeded monthly demand of 100 kilowatts 3 or more times in the past 12 months, has not opted out of participation, is responsible for the electric bill and is the owner of the facility or reasonably able to secure permission to complete measures. If you participate in a program and receive a rebate, you cannot opt out for three years following the year of participation.
- Rebate payments are based on the date of service. Customers must abide by the rules and rebate levels in effect on the date of service.

Other

- Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to program funds being available and regulatory approval.
- Dominion Energy Virginia and/or its designees including program administrators and

evaluation contractors reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all program requirements. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate.

- Payment will be issued to the account holder and mailing address on record with the utility unless the customer has authorized payment be made to the contractor specified in this document.
- Please allow up to 90 days from the date all required information is received to process your rebate.
- Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
- You are urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.
- Dominion Energy Virginia, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating contractor.
- The customer hereby agrees to indemnify, defend and hold harmless Dominion Energy Virginia its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with this project.
- I understand that I may be contacted by Dominion Energy via survey or questionnaire to provide feedback on my satisfaction with the program.
- Dominion Energy Virginia (the "Company") retains all rights to energy and demand savings resulting from measures installed under this Program for a maximum of four years. The Company has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission entity of which the Company is a member. The Company may share pertinent information of participating customers with PJM and with the Company's agents and contractors. Pertinent customer information includes, but is not limited to, account holder name, account number, energy usage and billing information, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type and other information necessary to implement and monitor the Program including other information as required by PJM.