



# Elizabethtown Gas Home Performance with ENERGY STAR® Customer Participation Agreement

Homeowner  Tenant (Homeowner information required below)

Print/Type Customer First & Last Name:		
Customer Street Address:		
City:	State:	Zip code:
Customer Phone Number:		
Customer Email Address:		

If tenant, please provide homeowner information:		
Homeowner First & Last Name:		
Homeowner Street Address:		
City:	State:	Zip code:

## Customer Utility Supplier(s)

Must provide heating and electric supplier account numbers below.

<b>HEATING</b>	<input type="checkbox"/> Elizabethtown Gas Account #
	<input type="checkbox"/> New Jersey Natural Gas Account #
	<input type="checkbox"/> South Jersey Gas Account #
	<input type="checkbox"/> PSE&G Account #
	<input type="checkbox"/> Deliverable Fuel Co.
	----- <input type="checkbox"/> Propane <input type="checkbox"/> Oil

<b>ELECTRIC</b>	<input type="checkbox"/> Atlantic City Electric Account #
	<input type="checkbox"/> JCP&L Account #
	<input type="checkbox"/> Orange & Rockland Electric Account #
	<input type="checkbox"/> PSE&G Account #
	<input type="checkbox"/> Municipal Electric Co. Name:
	----- Account #

This Customer Participation Agreement ("Agreement") sets forth the proposal for the undersigned utility customer ("Customer") to participate in the Elizabethtown Gas Home Performance with ENERGY STAR ("HPwES") Program (the "Program"). The Customer hereby proposes to have the home improvement contractor listed below perform certain energy efficient home improvements (the "Project") for which Customer may be eligible for a rebate from Elizabethtown Gas. Participating Contractors in the Program are independent home improvement contractors who are certified by the Building Performance Institute (BPI). The contractors who participate in the Program warrant their own work. Neither Elizabethtown Gas nor the entities it has contracted with to implement the Program ("Program Implementers") warrant the products or services of Participating Contractors.

Elizabethtown Gas or its Program Implementers will inspect a sample of jobs under the Program to ensure quality, consistency and Program compliance (including adherence to BPI health and safety standards). In addition, Elizabethtown Gas or its Program Implementers, will evaluate a sample of homes to identify potential energy savings resulting from work performed under the Program.

**TERMS AND CONDITIONS APPLICATION:** The online application for the Project and any required additional documentation, including the homeowner-contractor contract agreement, must be filled out completely, truthfully and accurately by the Participating Contractor. Participants in Program are advised to retain a copy of this document and any accompanying documentation submitted to the Program. Elizabethtown Gas will not be responsible for lost documentation pertaining to this application request. Details of the Program, including rebate levels, are subject to change or cancellation without prior notice. In order to qualify for HPwES project rebates (a "Rebate"), an HPwES project must be completed within 1 year of the Audit as defined below, with associated documentation submitted within 30 days of the completion of the Project. Funds for all Rebates are limited and available on a firstcome, first-served basis. Projects must be completed within 120 days of when your contractor reserves your rebate.

**ELIGIBILITY:** The Program is only valid for Elizabethtown Gas customers with residential accounts who have applied through the Program. Customers applying for Rebates must have completed a comprehensive home energy audit through the Program within 1 year prior to the Project commencement. Customers must receive natural gas service from Elizabethtown Gas. This offer is not valid for new construction or commercial properties. Projects must be installed in the Elizabethtown Gas service territory by a contractor who is in good status as a Participating Contractor in the Program.

**APPROVAL, VERIFICATION AND INSPECTION:** Any contracted work scope must be derived based on an eligible Audit and corresponding findings. Prior to any payment of Rebates, Elizabethtown Gas reserves the right to verify sales transactions. Participant's HPwES contractor will verify that an Audit was conducted within 1 year of the Project commencement and that the installed energy-saving measures meet all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements. Contractor is responsible for any applicable permits as required by aforementioned codes/laws. Outdoor temperatures may affect this verification process. Participant's home may also be selected for a quality control post-installation inspection by Elizabethtown Gas. No warranty is implied by this inspection.

**PROOF OF PURCHASE:** In order to qualify for a Rebate, a copy of a contract agreement for eligible HPwES measures between the homeowner and a participating HPwES contractor must be submitted to the Program as proof of purchase. The contract copy must include a detailed scope of work indicating insulation levels (including area treated), infiltration reduction, duct sealing, HVAC improvements (type, make, model and serial numbers), lighting, water heating measures (type, make, model and serial numbers), applicable pricing per measure, home location and the date of contract.

**HEALTH AND SAFETY:** If any health and safety issues were found at the time of qualifying Audit or thereafter, requiring remediation prior to an HPwES Project, a HPwES Participating Contractor must verify that the proper remediation has been completed prior to starting the recommended HPwES work. If any health and safety issue is found at the time of test-out, the Project will not be considered complete until the Participating Contractor submits documentation that the proper remediation of the health and safety issue has been completed.

**RIGHT TO REFUSE:** Contractor has 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 well-being. "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. Participating Contractor reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or well-being.

**PAYMENT:** Please allow up to 6–8 weeks for Rebate payment. Payment processing may take longer if information is missing on the application or required documentation is incomplete or erroneous. Rebate check will be issued to the Elizabethtown Gas account holder; unless Customer assigns rebate directly to Participating Contractor.

**ADDITIONAL FEES:** You should consult with your Participating Contractor as to whether there are any additional costs. Please discuss these additional costs, if any, with your auditor/contractor before you sign agreements to begin any rebate-eligible work.

**TAX LIABILITY:** Elizabethtown Gas will not be responsible for any tax liability that may be imposed on the Customer because of the payment of Rebates. Please contact your tax advisor for more information.

**FACSIMILE/SCANNED:** Facsimile (fax) transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to Elizabethtown Gas as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Elizabethtown Gas, participant shall confirm documents with a facsimile transmitted signature or a scanned signature by providing the original document.

**ENDORSEMENT:** Elizabethtown Gas does not endorse any particular manufacturer, product, system design, claim or contractor in promoting this program.

**INFORMATION RELEASE:** Customer agrees that Elizabethtown Gas may include Customer's name, Elizabethtown Gas services and resulting energy savings in reports or other documentation submitted to Elizabethtown Gas and their designees, the New Jersey Board of Public Utilities, as well as their other New Jersey investor-owned utilities and their designees. Elizabethtown Gas will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**LIMITATION OF LIABILITY:** All parties acknowledge and agree that Elizabethtown Gas' liability is limited to paying the incentive specified. The parties agree that Elizabethtown Gas and its Implementation Contractors are not liable for any losses, harms or damages of any nature, whether direct, indirect, incidental, special or consequential, in any way connected with or resulting from services provided by this Program or participation therein, including any damages relating to safety, health or well-being. All parties release Elizabethtown Gas and its Implementation Contractors, their parent and affiliated companies and each of their respective officers, directors, employees, agents and representatives, successors and/or assigns and agree to save each of them harmless from any claim for injury to persons, including death, or damage to physical and personal property and for all expenses (including attorney's fees and costs) in any way arising from or relating to the Program.

**WARRANTIES:** ELIZABETHTOWN GAS DOES NOT WARRANT THE INSTALLATION OR PERFORMANCE OF MEASURES OR INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. Elizabethtown Gas makes no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding any energy efficiency measure provided by a manufacturer or vendor. Contact your contractor for details regarding equipment/measure performance and warranties. Elizabethtown Gas and its Implementation Contractors provide no warranties regarding safety, health or well-being.

**PROPERTY RIGHTS:** Customer represents that it 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.

**ENERGY SAVINGS AND EVALUATION:** Elizabethtown Gas reserves the right to require evaluation, measurement and verification (EM&V) tasks with all participants, performed by Elizabethtown Gas or its EM&V vendor. EM&V may include Customer surveys, site visits to verify equipment installation and other data gathering, and the use of Customer energy use and billing information. Elizabethtown Gas or its EM&V vendor will notify the Customer if surveys or on-site visits are required. EM&V tasks may be performed for up to four years following Program participation. By participating in the Company's energy efficiency and peak demand reduction programs, Customers agree their electric utility will maintain ownership of all Capacity Rights from electric savings measures, which refers to the demand reduction associated with any energy efficiency and peak demand reduction measure for which incentives were provided by the Company. Your electric utility will aggregate these energy efficiency demand reduction attributes into the PJM capacity market as appropriate, with proceeds being used to reduce Customers' costs for the programs.

**CONFIDENTIALITY:** Customer shall consider all information furnished by Elizabethtown Gas to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without Elizabethtown Gas' prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed shall be given reasonable time to take legal action to seek appropriate protection. Customer expressly understands and agrees that Elizabethtown Gas is required to report to New Jersey regulators on a periodic basis all Program data, including Customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may specifically identify Customer as a Program participant by name and address, and may identify the energy and cost savings estimates for Customer's Project.

**PARTICIPANT'S CERTIFICATION:** By signing below, Customer certifies that it has authorized the installation of the measures detailed on the homeowner-contractor contract agreement and accompanying Post-Installation Test-Out Form, and that it has reviewed and understands the above Terms and Conditions for participating in Elizabethtown Gas' HPwES Program and receiving program Rebates.

**CUSTOMER STATEMENT AND REBATE ASSIGNMENT:** I certify that I have read, completed, and understood the information on this form. I hereby agree to make my house available to the HPwES Program for a quality control inspection if requested and I authorize the Customer Utility Suppliers named above to release information to Elizabethtown Gas, or its designee, to evaluate my energy use in order to identify potential and actual energy savings. Furthermore, I understand that the Participating Contractor is an independent contractor. Elizabethtown Gas does not endorse or recommend any particular contractor and contractors are not employees or agents of Elizabethtown Gas. Contractors will perform work according to their own means and methods of work, and the Designate Contractor is not subject to the control or supervision of Elizabethtown Gas.

The Elizabethtown Gas Home Performance with ENERGY STAR Rebate Application cannot be processed unless the online rebate application is complete, and all supporting documentation has been submitted online by the participating HPwES contractor. I also hereby agree that the Rebate will be paid to the appropriate party I selected below. The Elizabethtown Gas HPwES Program requires that the cash back rebate for each project be assigned according to the project incentives elected. Please discuss the following options with your Participating Contractor and **ONLY select one choice:**

**Cash back rebate is to be paid directly;** (Select one only; sign and date next to your ONE choice)

- To me, the Customer \_\_\_\_\_  
*Signature of Customer* *Date*
  
- To my Contractor noted below \_\_\_\_\_  
*Signature of Customer* *Date*

**[Check only if the following applies:]** I am affiliated with a contractor that performed work on my Elizabethtown Gas HPwES Program project or I am affiliated with a company that performs services for the Elizabethtown Gas HPwES Program. As such, I acknowledge that I will be required to have a field inspection performed on my home.

**CONTRACTOR STATEMENT:** I certify that, if old equipment has been replaced, the replaced equipment has been recycled according to the laws of the State of New Jersey. By signing below I attest that all information contained herein is accurate to the best of my knowledge:

X \_\_\_\_\_  
*Signature of Contractor* *Date*