

# 2020-2022 CoolSaver™ AC Tune-Up Rebate Participation Agreement

Georgia Power Company customers applying for Commercial Prescriptive energy efficiency incentives must agree to the program terms and conditions listed below. This form must be completed and signed by the Georgia Power customer ("Customer") identified in the Georgia Power Customer Account Information section below.

## Georgia Power Customer Account Information

Customer Name: \_\_\_\_\_ Georgia Power Account Number: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Customer Type: \_\_\_\_\_ Primary Use: \_\_\_\_\_ Met with: \_\_\_\_\_

## Project Information

Total Cost: \_\_\_\_\_ Program Contribution: \_\_\_\_\_ Customer Contribution: \_\_\_\_\_

## Designate Payee (Please select one of the three boxes below to whom the incentive payment will be paid and mailed.)

- Georgia Power customer to receive payment mailed to the same address as above.
- Georgia Power customer to receive payment mailed to the address provided below.
- Contractor or third party business ("Payee") to receive payment mailed to the address below.

Payee Business/Customer Name: \_\_\_\_\_

Street Address/PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer may designate the above indicated Payee as recipient of Customer's rebate and may direct Georgia Power to pay any rebate directly to Payee. In that event, Customer affirms that Customer has transferred and conveyed to Payee all right and interest in and to any rebate and holds Georgia Power and its employees, officers, directors and other representatives ("Released Parties") from and against all claims, losses, damages, actions and causes of action, judgments and expenses of any kind (collectively "Claims") in connection with any rebate, and (ii) agrees to indemnify, hold harmless and defend the Released Parties from and against all such Claims.

## Customer Agreement

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 Terms and Conditions.

Customer Name: \_\_\_\_\_ Customer Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms & Conditions

- Parties.** Commercial Customer may be referred to as "you" or "Customer." Georgia Power Company may be referred to as "Georgia Power." Together Georgia Power and Customer may be referred to as "Parties." Georgia Power's implementer in the Offer is "CLEARResult." The contractor performing the Work, defined below, is referred to as "Contractor."
- Eligibility and Obligations of Customer.** The CoolSaver AC Tune Up measure (the "Offer") is available to Georgia Power commercial customers subject to these terms and conditions ("T&Cs"). Customer agrees to provide safe and reasonable access to its commercial property to permit the performance of the Work, defined below. The HVAC system must be accessible for the necessary Assessment and Services. The Services must be performed while indoor and outdoor temperatures exceed 70 degrees Fahrenheit. Customer consents to the collection, storage and use of all information generated in connection with the Offer ("Data") by Georgia Power, CLEARResult and Contractor.
- Work.** In order to participate in the Offer you will select a third-party Contractor. The Contractor will perform a pre-diagnostic assessment on the HVAC system in order to identify potential items requiring service (the "Assessment"). Based on the Assessment, the Contractor may perform certain services on the HVAC system (the "Services"). After performing the Services, the Contractor will also perform a post-diagnostic assessment on the HVAC system to determine the effectiveness of the Services (the "Post-Test"). Together, the Assessment, the Services and the Post-Test are referred to as the "Work". The Services to be completed will be recommended by the Contractor and listed in a statement of work to be agreed upon by you and the Contractor (the "Statement of Work"). The Statement of Work will also set out the fees payable to Contractor for the Work. Georgia Power is not a party to the Statement of Work and is in no way responsible for the Work or for your obligations or those of Contractor under the Statement of Work. If you choose not to agree to the Services, you will not be eligible for the Rebate, but will be liable to Contractor for the cost of the Assessment.
- Rebate.** If the Work is performed in accordance with the T&Cs and the required documentation is submitted by Contractor, Georgia Power will provide a rebate for a portion of the cost of the Work ("Rebate") under Section 4(a) or under Section 4(b), but not both Sections 4(a) and 4(b).
  - Rebate to Customer.** Upon satisfactory completion of the Work, you agree to pay Contractor the invoiced fees set out in the Statement of Work. Contractor will then submit the documentation required for you to receive the Offer Rebate. Once Georgia Power receives the required documentation, and subject to compliance with the T&Cs, it will provide payment of fifty percent (50%) of the invoiced cost up to the designated dollar amount.
  - Rebate to Contractor.** Contractor may, at its option, grant you the opportunity to reduce the amount payable by you to Contractor for the Work by an amount equal to the dollar value of the Rebate. If you select this option, you will pay Contractor the total amount of fees set out in the Statement of Work less an amount equal to the dollar value of the Rebate. Contractor will then submit the documentation required for Contractor to receive the Offer Rebate. Once Georgia Power receives the required documentation, and, subject to compliance with the T&Cs, will provide the Rebate to Contractor. In such case, Georgia Power will have no further obligation to you with respect to the Rebate and, for purposes of this Agreement and the Offer, you will be deemed to have assigned all right, title and interest in the Rebate to Contractor.
- Limitations and Offer Changes.** Because the Offer has a limited budget, Georgia Power must reserve the right to deny any application that may result in Georgia Power exceeding its Offer budget. Because the Offer has kWh savings targets, Georgia Power must reserve the right to limit customer participation based on impacts to Offer kWh savings targets. Georgia Power may change the Offer requirements, Rebates or T&Cs, including suspending acceptance of Participation Agreements or terminating the Offer, at any time and without notice. In the event of a Offer change, signed and approved Participation Agreements will be processed to completion under the T&Cs in effect at time of execution. Entitlement to Offer participation and Georgia Power's obligation to pay Rebates occurs only after a signed Participation Agreement is in place and is subject to these T&Cs.
- Documentation.** Customer will be responsible for paying the amount due on the Statement of Work ("Customer Contribution") directly to Contractor. The Contractor(s) must provide CLEARResult and Georgia Power copies of all appropriate documentation that clearly verifies the costs of implementing the energy conservation measures ("ECMs"), including all material, labor, and equipment discounts. Invoices based on the Statement of Work must indicate a verifiable breakout of all ECMs purchased, including quantity.
- Project Verification.** Georgia Power may conduct an inspection of Customer's facility to verify post-implementation conditions or verify documentation prior to Rebate payment at any time after receipt of a signed Participation Agreement. Notwithstanding anything to the contrary, should Georgia Power determine at any point before payment of the Rebate that there has been significant deviation in the type, amount, cost or performance of the ECMs underlying this Rebate commitment from those that were set forth in the Participation Agreement, Georgia Power retains the right to revoke its commitment to pay any Rebate or reduce the final Rebate amount accordingly.
- 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 Rebate payment. Georgia Power is not liable for any federal, state and local taxes that may be owed in or as a result of any Rebate payment.
- Compliance.** Customer is responsible for obtaining any and all necessary licenses and permits related to the Work. Customer also agrees to comply with all federal, state and local laws, codes and regulations related to the installation and disposal of all material or equipment.
- Evaluation Follow-up Visits.** With advance notice, Georgia Power reserves the right to make or to have CLEARResult or Contractor(s) make follow-up visits to Customer facilities during the 36 months following completion of the project to provide Georgia Power with an opportunity to review the operation of the ECMs for Offer evaluation purposes. Customer agrees to cooperate with this effort.
- No Warranties.** Georgia Power does not endorse, guarantee or warrant any particular manufacturer or product and Georgia Power provides no warranties, express or implied, for any products or services, and herein specifically disclaims any such guarantees or warranties. Georgia Power 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 Trade Allies, manufacturers, or vendors. Customer acknowledges that Georgia Power is not responsible for ensuring that the design, engineering or construction of the facility or implementation of the ECMs are proper or comply with any particular laws (including patent laws), codes, regulations or industry standards. Georgia Power makes no representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- Limitation of Liability.** Georgia Power's sole obligation is limited to paying the properly qualified Rebates specified herein. Georgia Power is not 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 Offer. Customer hereby releases and holds harmless Georgia Power, CLEARResult, or the customer's chosen Contractor and its and their former, existing and future affiliated entities (including its subsidiaries, its parent company and the subsidiaries of that parent), and their respective officers, directors, shareholders, partners, trustees, representatives, employees, agents, Trade Allies, subcontractors, consultants, attorneys, insurance carriers, and their successors and assigns (collectively, the "Released Parties") from and against all liabilities, losses, damages, injuries, penalties, claims, actions, causes of action, lawsuits, judgments and expenses of any kind (collectively, the "Claims") arising in connection with this Participation Agreement, the Offer, the ECMs or access to or the collection, use, storage, release or publication of Data. Furthermore, Customer covenants not to sue the Released Parties in connection with this Participation Agreement, the Offer, the ECMs or access to or the collection, use, storage, release or publication of Data, and waives all rights, regardless of when accruing, in all Claims related thereto. The limitations of liability and waivers set forth in this Section 12 will apply to the fullest extent permitted by law.
- Indemnification.** Customer shall indemnify, hold harmless and defend the Released Parties from and against all Claims arising in connection with this Participation Agreement, the Offer, the ECMs and access to and the collection, use, storage, release or publication of Data, to the fullest extent permitted by law, and except to the extent of the Released Parties' gross negligence or willful misconduct.
- Customer Warranties and Representations.** Customer warrants and represents that it has the authority to grant Georgia Power, CLEARResult and the customer's chosen Contractor all rights and licenses set forth in this Participation Agreement, and that Customer has obtained or will obtain, prior to the implementation of the ECMs, and as a condition of any obligation by any other party under this Participation Agreement, the permission of any other party whose authorization is required to affect those rights and licenses, including, if applicable, the consent of Customer's landlord.
- Obligations between the Parties.** Customer acknowledges that Trade Allies are not an agent, contractor or sub-contractor of Georgia Power and are an independent contractor, and that Georgia Power does not manage or control Contractor's performance. Georgia Power shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs implemented. Georgia Power shall have no liability for the 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 Work.
- Miscellaneous.** These T&Cs and this Participation Agreement, of which these T&Cs are an integral part, constitute the entire agreement between the Parties and supersede all other communications, representations and understandings.