



# Home Energy Improvement Program

## Improvements Terms and Conditions

**1. Acceptance of Terms and Conditions.** By participating in a Georgia Power Company ("Georgia Power") Home Energy Improvement Program (each, a "Program"), the undersigned Georgia Power residential customer ("Customer") or an owner of a multifamily property with Georgia Power residential customers ("Owner"), and participating program contractors ("Participating Program Contractor"), agree to the following Terms and Conditions. Customer or Owner, and Participating Program Contractor are identified below and each a "Party" and collectively, the "Parties". By participating in a Program, each Party will be subject to all Georgia Power eligibility, preconditions, requirements, guidelines, and rules (collectively, the "Rules") for the applicable Program. All Rules are incorporated here by reference. Furthermore, Customer acknowledges and agrees that if the work performed by a Participating Program Contractor may be subject to a quality assurance and/or quality control and/or evaluation review that could include a visual, in-person inspection of the work by Georgia Power or a Georgia Power representative. Georgia Power may not issue a rebate without the completion of such quality assurance and/or quality control review.

### 2. Program Descriptions.

**a. Single Family Home Energy Improvement Program.** Under this Program, a Customer may qualify for Georgia Power rebates for making certain energy saving upgrades to their home. To enter the Program, Customer must pre-qualify for individual Improvements or obtain a Home Energy Assessment for whole house Improvements and meet all other Rules of the Program. Although some improvements may be self-installed, others require a Participating Program Contractor or licensed professional. Please visit [Home Energy Improvement Program \(georgiapower.com\)](http://georgiapower.com) for more information about this Program's eligibility requirements (including pre-qualification), conditions, and other rebate details.

**b. Multifamily Home Energy Improvement Program.** Under this Program, an Owner may qualify for Georgia Power rebates for making certain energy saving upgrades to their multifamily property for Georgia Power residential customers. To enter the Program, Owner must complete and submit a Multifamily Whole House Reservation Acknowledgement Form and meet all other Rules of the Program. Please visit [Multifamily Energy Savings | Energy Improvement Program \(georgiapower.com\)](http://georgiapower.com) for more information about this Program's eligibility requirements (including pre-qualification), conditions, and other rebate details.

### 3. Representations and Warranties.

**a. Customer/Owner.** Effective on the date of submission of the Program rebate application (the "Rebate Application"), Customer or Owner, as applicable, represents and warrants that, all materials and equipment included in the contracts with the Participating Program Contractor (including, without limitation, a work order, job order, bid summary, proposal, or invoice) have been furnished, installed, and completed to Customer or Owner's satisfaction; and (ii) if submitted by Customer/Owner, all information in the Rebate Application is true and correct.

#### **b. Participating Program Contractor.**

**i. Assessment.** Participating Program Contractor performing home energy assessment services represents and warrants that: (a) the Home Energy Assessment results met all required preconditions and measure requirements for the Program; (b) Participating Program Contractor notified Customer, orally or in writing, that Georgia Power assumes no responsibility for the Home Energy Assessment, or other work performed at the applicable property by the Participating Program Contractor; and (c) if submitted by Participating Program Contractor, the Rebate Application information is true and correct.

**ii. Installation.** Participating Program Contractor performing improvement installation services represents and warrants that: (a) the work done at the Property and the equipment furnished in connection with the work comply with all applicable State of Georgia and local installation and efficiency standards and codes, and the requirements outlined in the Georgia Power guidelines for contractors participating in the Program; and (b) Participating Program Contractor notified Customer, orally or in writing, that Georgia Power assumes no responsibility for any improvement or equipment installed or provided by Participating Program Contractor, or work performed at the Customer's property by the Participating Program Contractor. If any defect in workmanship or equipment is discovered within one (1) year after rebate payment authorization by Georgia Power, the Participating Program Contractor agrees to remedy, repair, correct, or cause to be remedied, repaired, corrected, or replaced at Participating Program

Contractor's expense such defect in equipment or workmanship. The foregoing Participating Program Contractor warranty survives any inspection Georgia Power or any representative on behalf of Georgia Power may elect to make.

#### 4. Limitation of Liability.

a. **Work Performed.** Customer or Owner, as applicable, acknowledges and agrees that: (i) any work performed for Customer/Owner, by a Participating Program Contractor or any other third-party service provider, is by agreement between such contractor and Customer or Owner, as applicable; (ii) Georgia Power will have no involvement in performing work or guaranteeing the Participating Program Contractor's or third-party service provider's performance; (iii) Georgia Power assumes no responsibility for any work performed by Customer, Owner, a Participating Program Contractor, or other third-party service provider; and (iv) Customer will not hold Georgia Power responsible for any defects arising from or relating to a Participating Program Contractor's work, for work that was performed by any other licensed contractor, or for any defects arising from or relating to any work that Customer performed.

b. **Damages.** Customer or Owner, as applicable, and Participating Program Contractor acknowledge and agree that Georgia Power will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, tangible or other intangible losses, even if Georgia Power has been advised of the possibility of such damages or such damages were reasonably foreseeable, resulting from the participation or inability to participate in the Program, the cost of substitute materials, equipment, and services resulting from your participation in the Program, and any other matter relating to the Program.

c. **Rebate Payments.** Except as otherwise prohibited by law, Customer or Owner, as applicable, and Participating Program Contractor each acknowledge and agree that: (i) Georgia Power's sole liability and responsibility in connection with the Program shall be strictly limited to the rebate payments made to such eligible Customer or Owner, as applicable.

d. **Negligence, Breach, or Misconduct.** Georgia Power shall in no way be liable or responsible for any act or omission, negligence, breach, or misconduct of any entity or individual, including, without limitation, Customer, Owner, Participating Program Contractor, or other third-party service provider.

e. **Release of Claims.** CUSTOMER OR OWNER, AS APPLICABLE, AND PARTICIPATING PROGRAM CONTRACTOR DO HEREBY AGREE TO RELEASE, CANCEL, AND FOREVER DISCHARGE GEORGIA POWER, INCLUDING BUT NOT LIMITED TO, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, COMPLAINTS, CAUSES OF ACTION, DEMANDS, DAMAGES, OBLIGATIONS, LIABILITIES, LOSSES, PROMISES, AGREEMENTS, CONTROVERSIES, PENALTIES, EXPENSES, AND EXECUTIONS OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ACTUAL OR POTENTIAL, WHETHER ARISING IN LAW OR IN EQUITY, WHICH EACH PARTY MAY HAVE, MAY HAVE HAD, OR MAY IN THE FUTURE OBTAIN, ARISING OUT OF OR RELATING OUT OF THE ACTS, OMISSIONS, AGREEMENTS, OR EVENTS RELATING IN ANY MANNER TO THE PROGRAM AND DISPUTES AND DIFFERENCES ARISEN BETWEEN CUSTOMER, PARTICIPATING PROGRAM CONTRACTOR, AND/OR OTHER THIRD-PARTY SERVICE PROVIDER ( "RELEASE"). THIS RELEASE IS INTENDED AS A GENERAL RELEASE IN THE BROADEST FORM. IT IS EXPRESSLY INTENDED AND AGREED THAT THIS RELEASE, DOES IN FACT, EXTEND TO SUCH UNKNOWN AND UNSUSPECTED CLAIMS RELATED TO ANYTHING WHICH HAS HAPPENED TO THE DATE HEREOF WHICH IS COVERED BY THIS RELEASE.

5. **Indemnification.** Customer or Owner, as applicable, and Participating Program Contractor each agree to release, hold harmless, and defend Georgia Power from and against any and all liability and claims arising out of or related to the Program, or the negligence, breach or misconduct of Customer, Participating Program Contractor, or other third-party service provider engaged in assessing, installing, verifying, testing, or otherwise working on the Property or related improvements.

6. **Disputes.** If there is any dispute about or involving Georgia Power, a Participating Program Contractor, the Program, or these Terms and Conditions, you agree that any dispute shall be governed by the laws of the State of Georgia, without regard to conflict of law provisions. You further agree to personal and exclusive jurisdiction by and venue in the State and Federal courts of the State of Georgia.

7. **COVID-19 WAIVER.** EACH OF CUSTOMER OR OWNER (AS APPLICABLE) AND PARTICIPATING PROGRAM CONTRACTOR EACH AGREE TO WAIVE ANY AND ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO AN INJURY OR DEATH OF AN INDIVIDUAL PARTICIPATING IN THE HOME ENERGY IMPROVEMENT PROGRAM, IF SUCH INJURY OR DEATH RESULTS FROM THE INHERENT RISKS OF CONTRACTING COVID-19. EACH OF CUSTOMER OR OWNER (AS APPLICABLE) AND PARTICIPATING PROGRAM CONTRACTOR FURTHER AGREE TO ASSUME THE RISKS OF CONTRACTING COVID-19 BY PARTICIPATING IN THE HOME ENERGY

IMPROVEMENT PROGRAM, AND AGREE TO RELEASE, HOLD HARMLESS, AND AT GEORGIA POWER'S REQUEST, DEFEND GEORGIA POWER FROM ANY AND ALL LIABILITY AND CLAIMS TO THE EXTENT ARISING FROM OR RELATED TO A PARTY'S INJURY OR DEATH FROM COVID-19.

**8. Miscellaneous.** These Terms and Conditions govern the terms and conditions of your participation in the Program, and supersede all prior contemporaneous communications and proposals, whether electronic, oral, or written, between you, the Participating Program Contractor, or Georgia Power with respect to the Program. Notwithstanding the foregoing, you may also be subject to additional terms and conditions or Rules that may apply when you participate in the Program, including, with respect to the Participating Program Contractor, the Energy Efficiency Contractor Participation Agreement. Accordingly, you should review the Terms and Conditions and Rules periodically to determine if any changes have been made. If you have questions, please email us at [hicontractor@southernco.com](mailto:hicontractor@southernco.com). These Terms and Conditions may be executed by signatures delivered electronically and in one or more counterparts, each of which will be deemed an original and all of which together will be considered one and the same instrument.

**THE UNDERSIGNED** Parties hereby agree to the terms and conditions above. The Parties further acknowledge that each had enough opportunity to consult with independent legal counsel of our choosing regarding the legal effect of these Terms and Conditions and the Release and that each Party freely and voluntarily enters into these Terms and Conditions.

Property Address: \_\_\_\_\_

Customer or Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Participating Program Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Participating Program Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



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