

# **TERMS AND CONDITIONS**

# **REBATE OFFER:**

Weatherization & Equipment Rebates are available through the Delaware Sustainable Energy Utility's Energize Delaware Program to assist customers in making energy efficient home improvements. This program is available to eligible Delaware property owners and renters. All Weatherization & Equipment Rebate Applications must be received prior to the installation of measures and must be pre-approved by Energize Delaware in order to reserve rebate incentive funds. Each project's associated savings must result in reduced electricity and fossil fuel energy use due to improvements in energy efficiency.

## **ELIGIBILITY:**

Weatherization & Equipment upgrade installations must be new and completed in a qualified residential dwelling in the State of Delaware. Each home will receive a comprehensive energy assessment report (CEAR) completed by a Building Performance Institute (BPI) certified participating contractor in order to qualify for weatherization and equipment upgrade incentives. The home will be modeled using our OptiMiser software tool which collects and interprets home health and safety issues, energy savings, direct installed measures (DIMs) and estimated costs which will be delivered to the home owner as a report. **All Weatherization & Equipment installations must be installed by licensed contractors with the primary contractor being on the Energize Delaware approved contractor list.** 

## **COMPLIANCE:**

- 1. All projects must comply with the applicable federal, state, and local laws and regulations, including building codes;
- 2. Weatherization & Equipment upgrade projects must be installed in an existing building and must be rebate eligible measures as defined by the Energize Delaware eligible measures list posted online;
- 3. Rebates or incentives are not available for new construction, building additions or major renovations.

## **PAYMENT:**

A final inspection is required to verify that installed measures and incentives comply with program requirements. Once a final inspection is performed by a participating contractor and completed paperwork is submitted, rebate payments are processed within 4 - 6 weeks. Incomplete applications or non-compliance may delay payment or result in denial of application approval. The Energize Delaware program reserves the right to refuse payment and participation if the Customer or contractor violates program terms and conditions.

## **INSPECTION:**

Program staff reserves the right to conduct on-site pre-inspections, in-process inspections and post-inspections of proposed and installed projects.

## TAX INFORMATION:

Rebates may be subject to federal and/or state income tax reporting. Applicant is responsible for contacting a qualified tax advisor to determine tax liability. The Delaware Sustainable Energy Utility is not responsible for any tax liability imposed on the customer as a result of the payment of rebates.



# **PUBLICITY:**

The Energize Delaware program reserves the right to publicize your participation in this program, unless you specifically request otherwise.

#### **PROGRAM DISCRETION:**

Rebates are available on a first-come, first-served basis. Rebate amounts and offerings are subject to change or be terminated without notice at the discretion of the Delaware Sustainable Energy Utility.

## LOGO USE:

Customers or participating contractors may not use the Delaware Sustainable Energy Utility or Energize Delaware names or logos in any marketing, advertising, or promotional material without written permission.

#### **DISCLAIMERS:**

The Customer will defend, hold harmless, and release the Delaware Sustainable Energy Utility and its affiliates, officers, directors, shareholders, agents, employees, contractors, and representatives from any and all claims, liabilities, fines, interest, costs, expenses, and damages (including attorney's fees and court costs) incurred by the Customer or its contractors or any third party for any damage, injury, death, loss, or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the acts or omissions of the Delaware Sustainable Energy Utility or the company's affiliates, officers, directors, shareholders, agents, employees, contractors, representatives or to the rebate program. The Delaware Sustainable Energy Utility does not endorse any particular manufacturer, contractor, product, labor, or system design by offering these programs.

THE DELAWARE SUSTAINABLE ENERGY UTILITY DOES NOT EXPRESSLY OR IMPLICITLY WARRANT PERFORMANCE OF ANY EQUIPMENT OR ANY CONTRACTOR'S QUALITY OF WORK. NO WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WILL APPLY.) (Contact your contractor or equipment supplier for any warranties.)

#### **RELEASE OF CUSTOMER INFORMATION:**

Customer agrees to the release by the Delaware Sustainable Energy Utility of any Customer data, utility usage details, including personally identifiable information, to any contractor or other vendor providing services or support under the program.

## **VERIFICATION:**

Any Customer receiving a rebate may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

Site Address:\_\_

Customer Signature: \_\_\_\_

\_ Date: \_\_