



# Participation Terms and Conditions

## Whole Home Energy Solutions Program

The Whole Home Energy Solutions program uses a comprehensive, whole-house approach to identify opportunities to reduce energy consumption as the first step to completing a full Whole Home Energy Solutions project in your home.

### Terms and Conditions

**APPLICATION:** These terms and conditions govern participation in the Whole Home Energy Solutions (hereinafter referred to as "WHES") program by the undersigned Atlantic City Electric residential customer ("CUSTOMER"). CUSTOMER must ensure that all documentation submitted to the WHES program is complete, truthful, and accurate to the best of CUSTOMER'S knowledge. CUSTOMER is advised to retain a copy of this document and any other documentation submitted to the WHES program. Atlantic City Electric will not be responsible for lost documentation. Details of the WHES program, including rebate levels, are subject to change or cancellation without prior notice. A WHES project must be completed within 12 months of the WHES assessment and submitted within 30 days of the installation's completion in order to qualify for WHES project rebates. Funds for WHES project rebates are limited and available on a first-come, first-served basis. Rebate amounts are valid through June 30, 2027. Rebate application must be submitted within 120 days of installation and postmarked by June 30, 2027. Please call 1-866-353-0007 or visit [atlanticcityelectric.com/HomeSavings](http://atlanticcityelectric.com/HomeSavings) for the most up-to-date WHES program details.

**ELIGIBILITY:** CUSTOMER is eligible for WHES rebates by installing eligible measures at a one- to four-family residence in New Jersey that receives electric service from Atlantic City Electric and that has a working central air conditioner, heat pump, or other primary electric heating system. (A one- to four-family residence includes detached and semi-detached homes, townhouses, row houses, and mobile homes. It excludes condos and apartments.) In cases where other primary heating and cooling systems are present, special eligibility consideration may be granted at the discretion of the Atlantic City Electric WHES program. Eligible measures must be installed by a WHES participating contractor ("CONTRACTOR"). Eligible rebates and active participating WHES CONTRACTORS are listed at [atlanticcityelectric.com/HomeSavings](http://atlanticcityelectric.com/HomeSavings). A customer may apply for a rebate for HVAC equipment replacement in either the Whole Home Energy Solutions program or the HVAC program but will not be eligible for both. This offer is not valid for new construction homes or commercial properties. For those and other programs, please visit [atlanticcityelectric.com/SaveEnergy](http://atlanticcityelectric.com/SaveEnergy).

**APPROVAL, VERIFICATION, AND INSPECTION:** Prior to any payment of rebates, Atlantic City Electric reserves the right to verify sales transactions and installations in order to ascertain that the installed measures match documentation provided to the WHES program and meet all applicable building codes; zoning laws; local, state, and federal requirements; and other relevant requirements; and that the CONTRACTOR has obtained all applicable permits as required by aforementioned code/law. CUSTOMER'S home may also be selected for a quality control post-installation inspection by Atlantic City Electric. Outdoor temperatures may affect this verification process. No warranty is implied by this inspection.

**PROOF OF PURCHASE:** In order to qualify for a WHES project rebate, a copy of an executed agreement for eligible WHES measures between CUSTOMER and CONTRACTOR must be submitted to the WHES program as proof of purchase. The copy of the agreement must include a detailed scope of work indicating insulation levels, infiltration reduction, duct sealing, HVAC improvements (type, make, model, and serial numbers), lighting (other than installed during the WHES assessment as a direct-install measure), water-heating measures (type, make, model, and serial numbers), home location, and the date of agreement.

**HEALTH AND SAFETY:** CUSTOMER recognizes that during the WHES process, any health and safety issues that are identified by CONTRACTOR, including but not limited to carbon monoxide, asbestos, mold, and lead, will need to be rectified prior to any work being completed in the home. CUSTOMER understands that the CONTRACTOR installing eligible measures must verify that all required remediation has been completed prior to installation of eligible measures in CUSTOMER'S home.

**PAYMENT:** Rebate will be sent to CUSTOMER or CONTRACTOR. Please allow up to 30 days from the date all required information is received to process the rebate(s). Payment processing may take longer if information is missing from the application or required documentation is incomplete or erroneous. Please visit [atlanticcityelectric.com/HomeSavings](http://atlanticcityelectric.com/HomeSavings) or call 1-866-353-0007 if you have any questions about your rebate or accompanying documentation.

**TAX LIABILITY:** Atlantic City Electric will not be responsible for any tax liability that may be imposed on the CUSTOMER as a result of the payment of rebates. Please contact your tax adviser for more information.

**FACSIMILE/PDF:** Facsimile 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 or PDF original documents transmitted to Atlantic City Electric as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Atlantic City Electric, CUSTOMER shall confirm documents with a facsimile-transmitted signature or a scanned or PDF signature by providing the original document.

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

**INFORMATION RELEASE:** CUSTOMER agrees that Atlantic City Electric may include CUSTOMER'S name, Atlantic City Electric services, and resulting energy savings in reports or other documentation submitted to Atlantic City Electric or the New Jersey Board of Public Utilities. Atlantic City Electric 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 the liability of Atlantic City Electric and its program implementer, ICF International, Inc. ("ICF"), is limited to paying the rebate specified. The parties agree that neither Atlantic City Electric nor ICF IS LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM SERVICES PROVIDED BY THIS PROGRAM OR PARTICIPATION THEREIN, INCLUDING ANY DAMAGES RELATING TO SAFETY, HEALTH, OR WELL-BEING. Atlantic City Electric reserves the right to not pay this rebate if the application and accompanying documentation are incomplete or inaccurate.

**WARRANTIES:** NEITHER ATLANTIC CITY ELECTRIC NOR ICF WARRANTS THE INSTALLATION OR PERFORMANCE OF MEASURES OR INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. Neither Atlantic City Electric nor ICF makes any warranties or representations of any kind, whether statutory, expressed, or implied, including without limitations, 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. Neither Atlantic City Electric nor ICF provides any warranties regarding safety, health, or well-being.

**PROPERTY RIGHTS:** CUSTOMER represents that CUSTOMER 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.

**RIGHT TO REFUSE:** CONTRACTOR has the right to refuse service or end the delivery when confronted by a person present on the premises 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. CONTRACTOR reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or well-being.

**CAPACITY RIGHTS:** By participating in Atlantic City Electric's energy efficiency and peak demand reduction programs, CUSTOMER agrees Atlantic City Electric will maintain ownership of all Capacity Rights from electric savings measures, which refers to the demand reduction associated with any energy efficiency or peak demand reduction measures for which incentives were provided by Atlantic City Electric.

## Signatures

By signing below, CUSTOMER certifies that they have authorized the installation of the direct install measures during the Whole Home Energy Solutions assessment and that they have reviewed and understand the above Terms and Conditions for participating in the WHES program and receiving program rebates. By signing below, CONTRACTOR attests to having witnessed the signature by CUSTOMER or CUSTOMER'S legal guardian or power of attorney agent.

**By signing this form, I agree to all of the Terms and Conditions of this agreement.**

Customer Signature:

Date:

Print Name:

Atlantic City Electric Account Number:

Email:

Customer Address:

State:

ZIP Code:

**By submitting this form, I agree to all of the Terms and Conditions of this agreement.**

Contractor Signature:

Date:

Print Name:

Contractor Company:

☐ [CUSTOMER, check only if the following applies:] I am affiliated with a contractor who performed work on my Atlantic City Electric WHES program project or I am affiliated with a company that performs services for the Atlantic City Electric WHES 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.

Contractor Signature:

Date:

## Rebate is to be paid directly (select only one; sign and date next to your ONE choice)

☐ To Me, the Customer

Customer Signature:

Date:

☐ To the Contractor

Contractor Name:

Contractor Address:

State:

ZIP Code:

Customer Signature:

Date: