



## **ALL-ELECTRIC SHOWCASE AWARD TERMS AND CONDITIONS**

### **GENERAL INSTRUCTIONS AND REQUIREMENTS**

1. Funds are limited. SVCE will select projects to award on an ongoing basis, at its sole discretion.
2. Complete only one application form per project. Incentive payments are available only to Architects, Developers, Energy Consultants, Owners/Managers, or Occupants named on this Incentive Application. Both the Applicant and the Authorized Building Owner(s)/Manager(s) must sign the Application and agree to its terms.

### **TERMS AND CONDITIONS**

1. The launch date of this Program is June 24, 2019, and the application window will close on July 26, 2019.
2. The project must be located within SVCE's service territory.
3. Award selections will be made on an ongoing basis, using both the eligibility and evaluation criteria. Eligibility criteria includes: no gas or propane connections, a need for heating or cooking on site, and only electric appliances in use. The evaluation criteria may include, but is not necessarily limited to: the geographic area of the project, innovative components, relevance to future design decisions of other customers (including age of project, appliance types, and other project attributes), and the responses to the narrative questions surrounding the decision to electrify. SVCE may waive any of these criteria, and will select awardees at its sole discretion. SVCE also reserves the right to select no awardees.
4. Applicants selected as awardees may need to work with SVCE to schedule follow-up interviews, site visits, photo shoots of the project, and provide additional documentation. These initial follow-up activities must be completed within three weeks of notification by SVCE of awardee status, if deemed necessary by SVCE. SVCE will not transmit the award payment to the Payee before the initial follow-up activities, if any, have been successfully completed.
5. Applicant and all entities named in the Application will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of project operation, program compliance, and project records. All information collected will be held confidentially and will be used by SVCE or its authorized representative for program analysis purposes only. Building Owner/Manager shall cooperate to provide access to the project at reasonable times, for a period of up to two (2) years from the date of receipt of an award under this Program.
6. An award may be considered income and may be taxable. An Applicant selected as an awardee is responsible for determining whether a tax liability exists.

7. SVCE makes no representations, express or implied, regarding the design, construction, reliability, performance, operation, maintenance, or use of any equipment, or installation discussed, selected, rejected, purchased, or otherwise considered by Applicant and/or Building Owner/Manager. Any decisions regarding the selection, design, purchase, installation, use, and operation of any equipment or consideration or selection of any contractor shall be at the sole discretion and are the sole responsibility of the Applicant and/or Building Owner/Manager.
8. SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.
9. These Terms and Conditions apply for all application packages submitted on or after June 24, 2019 and subsequent. If Applicant fails to comply with any of these Terms and Conditions, as determined by SVCE, Applicant agrees to repay the award in an amount determined by SVCE within 30 days of written notice by SVCE.
10. SVCE may waive any of these Terms and Conditions, at its sole discretion.

## **APPLICANT AGREEMENT**

By submitting this Application and signing below, I, the undersigned Applicant, agree that:

1. I have read and understand and agree to the All-Electric Showcase Award Program's rules, requirements, and Terms and Conditions set forth in this Application and on the main program website.
2. I understand that submission of a complete Application for an eligible project does not guarantee my selection for an award. SVCE has the sole discretion to select projects to award from the Applications, and reserves the right to select no projects. SVCE may choose to waive stated eligibility requirements. SVCE may apply evaluation criteria including, but not limited to, those listed on the Program webpage.
3. I certify that the information that I have supplied on this Application and in the attached documentation, if any, is true, accurate and complete to the best of my knowledge.
4. I have obtained approval from all other parties or entities listed in this Application to release the information contained herein. I certify that I am authorized to submit this Application on behalf of the project listed herein; to allow SVCE to use the information in this Application; and to provide SVCE with access to the Project site.
5. SVCE may discuss this project with other persons or entities who were involved in the project and are identified in this Application.
6. SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this Application.
7. I agree to provide SVCE and its representatives and agents reasonable access to the Project site to evaluate this Application, conduct follow-up activities, or perform Program evaluation, measurement and verification.

8. If selected as an awardee, I will cooperate in good faith with SVCE on follow-up activities, including (but not limited to) interviews, site visits, photo shoots, and requests for additional documentation. I am prepared to work with SVCE to schedule all such follow-up activities within a three-week period following my selection, and understand that my refusal or failure to complete these activities within the three-week window may disqualify me from receiving the award. I further understand and agree to collaborate with SVCE on subsequent inquiries or follow-up requests within a six-month window after my selection.
9. I agree to indemnify, defend, and hold harmless SVCE and its members, officers, officials, agents, employees, and volunteers from and against all claims, losses, damages, expenses, and liabilities, including any injury to or death to any person or damage to property or other liability of any nature, arising out of or in any way connected to this Application for an All-Electric Showcase Award or to the Project, excepting only such claims, losses, damages, expenses, or liabilities caused by the intentional act or sole and active negligence of SVCE.

### **BUILDING OWNER/MANAGER AGREEMENT**

By submitting this Application, I, the undersigned Building Owner/Manager, agree that:

1. I have read, understand, and agree to the All-Electric Showcase Award Program's rules, requirements, and Terms and Conditions set forth in this Application and on the main program website.
2. I certify that I support this Application for SVCE's All-Electric Showcase Award, and that this is the only Application submitted to the Program for this project.
3. SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this Application.
4. If selected, I authorize SVCE to grant an award to the Payee listed in this Application.
5. I agree to indemnify, defend, and hold harmless SVCE and its members, officers, officials, agents, employees, and volunteers from and against all claims, losses, damages, expenses, and liabilities, including any injury to or death to any person or damage to property or other liability of any nature, arising out of or in any way connected to this Application for an All-Electric Showcase Award or to the Project, excepting only such claims, losses, damages, expenses, or liabilities caused by the intentional act or sole and active negligence of SVCE.