

### Terms and Conditions

**APPLICATION:** These terms and conditions govern participation in the Manufactured Homes Program by the undersigned member-consumer ("CUSTOMER"). CUSTOMER must be a member of a distribution cooperative whom receives power supply from ODEC (A&N, BARC, Choptank, Delaware, Mecklenburg, Northern Neck, Prince George, Rappahannock, Southside, and Shenandoah Valley Electric Cooperatives). CUSTOMER must ensure that all documentation submitted to the 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 program. ODEC and ICF International, Inc. (the "Program Implementer") will not be responsible for lost documentation. Details of the program, including eligible measures and incentive levels, are subject to change or cancellation without prior notice. A Manufactured Homes project must be completed within 12 months of the energy audit and submitted within 30 days of the installation's completion in order to qualify for project incentives. Funds for project incentives are limited and available on a first-come, first-served basis. Please call **833-205-7376** or email [ODECManuHomes@icf.com](mailto:ODECManuHomes@icf.com) for the most up-to-date program details.

**ELIGIBILITY:** CUSTOMER is eligible for incentives via the installation of eligible measures at a manufactured/mobile home residence in Delaware, Maryland, or Virginia that receives electricity service from a distribution cooperative who receives power supply from ODEC and that has a working central air conditioner, heat pump, or other primary electric heating/cooling system. In cases where other primary heating and cooling systems are present, special eligibility consideration may be granted at the discretion of the Program Implementer. Eligible measures must be installed by a participating contractor ("CONTRACTOR"). This offer is not valid for new construction homes or commercial properties. CUSTOMER is only eligible for one subsidized program audit per unique account number and address combination every five years.

**APPROVAL, VERIFICATION, AND INSPECTION:** Prior to any payment of incentives to CONTRACTOR, the Program Implementer reserves the right to verify sales transactions and installations in order to ascertain that the installed measures match documentation provided to the 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 the Program Implementer. Outdoor temperatures may affect this verification process. No warranty is implied by this inspection.

**PROOF OF PURCHASE:** In order to qualify for project incentives, a copy of an executed contract agreement for eligible measures between CUSTOMER and CONTRACTOR must be submitted to the Program Implementer as proof of purchase. The copy of the contract agreement must include a detailed scope of work indicating insulation levels, infiltration reduction, duct sealing, HVAC improvements (type, make, model, and serial numbers), lighting, water heating measures (type, make, model, and serial numbers), home location, and the date of contract.

**HEALTH AND SAFETY:** CUSTOMER recognizes that during the home energy audit process, any health and safety issues that are identified by CONTRACTOR, including but not limited to carbon monoxide, asbestos, mold, and lead, will prevent continuation in the Program until the CUSTOMER has rectified the issues. 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:** Incentives will be sent to the CONTRACTOR for work completed at the CUSTOMER site, resulting in no cost for the CUSTOMER. Please email [ODECManuHomes@icf.com](mailto:ODECManuHomes@icf.com) or call 833-205-7376 if you have any questions about your incentive or accompanying documentation.

**TAX LIABILITY:** ODEC and the Program Implementer will not be responsible for any tax liability that may be imposed on the CONTRACTOR as a result of the payment of incentives. Please contact your tax advisor for more information.

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

**ENDORSEMENT:** ODEC and the Program Implementer do not endorse any particular manufacturer, product, system design, claim, or contractor in promoting this program.

**INFORMATION RELEASE:** CUSTOMER agrees that the Program Implementer may include CUSTOMER'S name, distribution cooperative, and resulting energy savings in reports or other documentation submitted to ODEC. The Program Implementer 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 ODEC's and the Program Implementer's liability is limited to paying the incentives specified. The parties agree that ODEC, the distribution cooperatives, and the Program Implementer ARE NOT 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.

**WARRANTIES:** NEITHER THE PROGRAM IMPLEMENTER NOR ODEC WARRANT THE INSTALLATION OR PERFORMANCE OF MEASURES OR INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. The Program Implementer and ODEC make no 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. The Program Implementer and ODEC provide no warranties regarding safety, health, or well-being.

**PROPERTY RIGHTS:** CUSTOMER represents that CONTRACTOR has the right to complete and/or install the eligible measures on the property 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 CUSTOMER 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. Participating CONTRACTOR reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or well-being.

### Signatures

By signing below, CUSTOMER certifies that they have reviewed and understand the above Terms and Conditions for participating in the Manufactured Homes Program. By signing below, CONTRACTOR attests to having witnessed signature by CUSTOMER or CUSTOMER'S legal guardian or power of attorney.

By signing this form, I agree to all of the Terms and Conditions of this agreement.		By signing and submitting this form, I agree to all of the Terms and Conditions of this agreement.
Customer signature:	Date:	Contractor signature:
Print name:		Print name:
Email:		Contractor company:
Cooperative account number:		Date: