



FAYETTEVILLE PUBLIC WORKS COMMISSION

TERMS AND CONDITIONS FOR HOME EFFICIENCY AUDIT PROGRAM (HEAP)

Customer eligibility:

The Program is valid for Public Works Commission of the City of Fayetteville (PWC) residential customers with active electric service. Customer may own or rent residence. Applicant must be present during the audit to accompany the PWC Conservation Specialist, to answer questions about your home, and to review the assessment report.

Customer Charge:

For a comprehensive efficiency audit, account holder agrees to bill charge of \$40.00. The bill charge of \$40.00 will be charged to the account holder's PWC utility account.

For walk-thru audit the account holder will not be charged to the account holder's PWC utility account.

Efficiency upgrade(s) eligibility:

To receive your bill credit, application must be filled out and submitted within six (6) months of purchase date and audit date. Efficiency upgrades must be installed conforming to all applicable building, local, state, and federal codes, standards, ordinances and regulations, and operational prior to submittal of this application.

Application eligibility:

Applications must be completed in full and accompanied by the required paid invoices or receipts. Funds are limited and applications are processed on a first-come, first served basis. The Program is subject to change and may end without prior notice.

Incentive payment:

PWC incentives may not exceed the total purchase price of the individual upgrades. PWC will only bill credit one (1) incentive for each qualifying upgrade. Incomplete applications cannot be processed. Receipt of an application does not guarantee payment of the incentive. The Program is not responsible for items (e.g. application, supporting documentation, and incentive payments) lost or damaged in the mail.

Customer Data:

Customer data will be used to establish usage patterns and identify opportunity for efficiency/conservation improvement.

Customer Ownership of the Premises:

The Customer certifies that he or she is the Owner of the Premise or has authorization from the landlord to participate in HEAP.

Program Communication:

By providing a cellular phone number and an email address, Customer agrees to receive text messages, voice messages and/or emails in regard to this High Efficiency Audit Program.

Indemnification:

The Customer shall indemnify, defend and hold harmless PWC, their affiliates, and their contractors, officers, directors, employees, agents, successors, assigns, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, and expenses (including reasonable attorneys’ fees and costs incurred to enforce this indemnity) arising out of the Customer’s participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the indemnified Parties.

Warranty Disclaimer / Liability:

Except as expressly stated herein, PWC makes no other representations, warranties, or guarantees (including third-party warranties). In no event shall PWC be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the use of the Customers Portal, Equipment, or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Customer waives and releases PWC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns, and representatives from all obligations (other than provision of the Equipment) and for any and all liability or claims arising in connection with the Equipment, the Customer Portal, or any work or service provided by PWC.

CUSTOMER Signature

Print CUSTOMER Name

Date