

## VENDING MACHINE / BEVERAGE COOLER INCENTIVES CONTROLS

CUSTOMER INFORMATION (DELMARVA POWER ACCOUNT HOLDER)							
Company Name			Contact Person			Title	
Mailing Address				Delmarva Power Electric Account Number at the Project Site			
City	State	Zip	Telephone No	Fax	Email		
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual Proprietorship <input type="checkbox"/> Not-for-Profit					Federal Tax ID Number		
PROJECT SITE INFORMATION							
Project Type: <input type="checkbox"/> New Equipment Installation					Expected Completion Date		
Building Type: <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> School <input type="checkbox"/> Higher Education <input type="checkbox"/> Religious <input type="checkbox"/> Grocery <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Industrial <input type="checkbox"/> Warehouse <input type="checkbox"/> Health <input type="checkbox"/> Multifamily <input type="checkbox"/> Other _____							
Project Address			City/Town		MD	Zip	
Contractor/Vendor Name		Contact Person		Telephone Number(s)		Email	
Contractor/Vendor Address		City/Town, State		Zip		Federal Tax ID Number	
EQUIPMENT INFORMATION							
Eligible equipment controls the use of electricity for lights and/or refrigeration systems when equipment is not being used. To receive pre-approval, submit product specification sheets with the Application. Keep a copy.							
Controller Type					Incentive		
Refrigerated Machine					\$75/unit		
Non- Refrigerated Machine					\$30/unit		
Enter Type: R – Refrigerated Vending Machine N – Non-Refrigerated Vending Machine	Manufacturer	Model Number	Location (Building & Room)	Incentive \$/Unit	Quantity (No. of Units)	Subtotal Incentive (Incentive/Unit times Quantity)	
Use additional worksheet from Page 2, if needed					Total Incentive		
CUSTOMER AGREEMENT							
I have read and agree to the <b>Terms and Conditions</b> of this Application. I am an owner or am authorized to sign on behalf of the Customer listed above, and represent that all information provided within is true and correct. <b>Note: Electronic submission is encouraged. A pdf or facsimile signature is acceptable and will have the same force and effect as an original signature. Program pre-approval is required – do not purchase or install any equipment until you are notified that the proposed project is approved. Keep a copy of all submitted documents.</b>							
Authorized Representative <i>(please print)</i>			Title			Date	
Signature				Payment to: <input type="checkbox"/> Customer (Account Holder) <input type="checkbox"/> Contractor/ Vendor <input type="checkbox"/> Other (Specify) _____			
ADMINISTRATIVE USE ONLY							
Project #		Date Rec'd		Pre-Approved		Date	
Pre-Insp. Req'd. <input type="checkbox"/>		Pre-Insp. Compl'd. <input type="checkbox"/>		By:		Date	

Return Completed Form to:

Delmarva Power Commercial & Industrial Energy Efficiency Incentive Program  
 c/o Lockheed Martin, 2275 Research Boulevard, MS-8N, Rockville, MD 20850

Phone: 301-519-5384 | Facsimile: 301-519-6333 | email: DelmarvaEnergyEfficiency@lmbps.com | web: www.delmarva.com/business



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## TERMS AND CONDITIONS

**1. Program Offer:** This application covers products purchased and installed after August 13, 2009 and is not retroactive for products purchased or installed prior to August 13, 2009. Projects must be pre-approved and must be completed within six (6) months of the pre-approval date. Delmarva Power may cancel this application without liability if Customer has (1) not installed the approved project, and has (2) not applied to Delmarva Power for a project extension within six (6) months from the date of Delmarva Power's pre-approval. Within ninety (90) days of installation, Customer must notify Delmarva Power and provide required post-installation documentation as described elsewhere in these Terms and Conditions. Customers who fail to provide timely notification and/or fail to provide required documentation may be denied incentive payment.

**2. ELIGIBILITY:** Incentives are available to Delmarva Power commercial, industrial, governmental, and institutional electric customers for the purchase and installation of Qualifying EEMs (as defined in Paragraph 3, below) in the Delmarva Power service territory, subject to these Terms and Conditions.

**3. Qualifying EEMs:** Prescriptive Electric Efficiency Measures (EEMs) identified in official program materials and site-specific Custom Measures approved by Delmarva Power. Energy efficient equipment or services purchased, contracted for, or installed prior to notice of Program pre-approval are not eligible for program incentives. Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible. EEMs that displace/replace electrical energy use with another fuel (fuel switching) are not eligible. Unless explicitly pre-approved, EEMs must be new and covered by warranties.

**4. OWNERSHIP OF CAPACITY AND/OR ENERGY/ ENVIRONMENTAL SAVINGS CREDITS:** a) EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. b) Notwithstanding the above, Delmarva Power holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with EEMs for which incentives were received, and Delmarva Power can dispose of these credits in any manner authorized by applicable law or regulation. c) In no event will activity associated with any energy or environmental credits noted in Section 4(b) result in interference with the Customer's ability to operate EEMs as approved in the Program incentive award.

**5. PROJECT APPROVAL:** a) Pre-approval from Delmarva Power is required for all projects. b) Delmarva Power reserves the right to pre-inspect any project. c) Delmarva Power reserves the right to approve or disapprove any proposed EEMs in its sole reasonable discretion. d) No Project-related equipment may be ordered or installed prior to the

date of Delmarva Power's Pre-Approval.

**6. PROJECT VERIFICATION:** Delmarva Power is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification. If Delmarva Power determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, changes may be required before payment is issued. Delmarva Power will not make payment until it has verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and is substantially satisfied with the installation of eligible equipment.

**7. INDEPENDENT TESTING:** Delmarva Power reserves the right to deny incentives for any EEMs or equipment that have not been favorably assessed or approved by recognized, independent authorities, such as the Underwriter's Laboratory (UL), Intertek ETL, or American Refrigeration Institute (ARI).

**8. INCENTIVE AMOUNTS:** Prescriptive Incentive payment will be at the rate specified in the table of program criteria and incentives per program year, on this application, verified by Delmarva Power, subject to the following limitations: a) The maximum incentive is \$250,000 per electric account affected per program year and \$500,000 per customer combined for all Incentives, Custom and Prescriptive. b) Individual EEM incentive payments will not exceed 50% of EEM total installed cost. c) **Delmarva Power reserves the right to deny any incentive application that may result in Delmarva Power exceeding its program budget. Cash incentives under the programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility and availability of funds.**

**9. EEM COSTS:** The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the EEMs, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under this Application.

**10. SCHEDULE FOR INCENTIVE PAYMENTS:** a) Delmarva Power expects to pay all incentives within 4 weeks after project completion. Project completion requires: (1) submission to Delmarva Power of all documentation; (2) completed installation of the approved EEMs; and (3) Delmarva Power verification and acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. b) **Delmarva Power reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts.**

**11. MONITORING AND EVALUATION FOLLOW-UP VISITS:** Delmarva Power reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date

of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation. Delmarva Power has the right to a refund for incentives paid if, at any time, it learns that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation.

**12. CHANGES-TO / CANCELLATION OF THE PROGRAM:** a) **Delmarva Power may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program.** b) In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of pre-approval by Delmarva Power. c) Submission of a completed application does not entitle the Customer to program participation.

**13. PUBLICITY OF CUSTOMER PARTICIPATION:** Delmarva Power reserves the right to publicize a Customer's participation in the program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, Delmarva Power will obtain Customer permission to make such information public.

**14. LIMITATION OF LIABILITY AND INDEMNIFICATION:**

a) Delmarva Power, its officers, directors, employees, affiliates contractors and agents shall not be liable to the Customer for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this program and Customer's participation therein. By participating in this Delmarva Power program, Customer agrees to waive any and all claims, whether arising in contract or tort and to fully release Delmarva Power, its officers, directors, employees, affiliates, contractors and agents from any and all damages, of any kind.

b) The Customer shall protect, indemnify, and hold harmless Delmarva Power, its officers, directors, employees, affiliates, contractors and agents from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Delmarva Power or its agents arising out of or relating to the performance of this Application, whether arising in contract or tort.

**15. NO WARRANTIES:** a) **NEITHER DELMARVA POWER, ITS OFFICERS, DIRECTORS, EMPLOYEES,**

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**VENDING MACHINE / BEVERAGE COOLER INCENTIVES CONTROLS****TERMS AND CONDITIONS (CONTINUED)**

AFFILIATES, CONTRACTORS NOR AGENTS ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, TRADE ALLY OR VENDOR, NOR DO ANY OF THE FOREGOING PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. DELMARVA POWER ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS AND AGENTS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING DELMARVA POWER "TRADE ALLY." THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC. b) NEITHER DELMARVA POWER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS OR AGENTS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NEITHER DELMARVA POWER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS MAKE, AND ARE NOT AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

**16. CUSTOMER TAX OBLIGATION:** The Customer is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any Program incentive payment. .

**17. VENDOR SELECTION:** The Customer may select any vendor or contractor to perform the work contemplated by this Application, whether a Delmarva Power "Trade Ally" or not. However,

Delmarva Power reserves the right, in its sole reasonable discretion, to prohibit specific vendors or contractors from program participation.

**18. REMOVAL OF EQUIPMENT:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all applicable laws, regulations and codes. The Customer agrees not to reinstall any of this equipment anywhere in the State of Maryland, or transfer it to any other party for such installation.

**19. MISCELLANEOUS: a)** The agreement between the Customer and Delmarva Power is composed of all applicable program forms, supporting documentation, and these Terms and Conditions.

**b)** The Customer acknowledges that the only individuals authorized to bind Delmarva Power under the Delmarva Power program are Delmarva Power staff and authorized agents of Delmarva Power.

**c)** If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. **d)** Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, shall be governed in all respects by the laws of the jurisdiction in which the customer is located. **e)** In the event of a dispute between the parties which cannot be informally resolved, the following procedure shall apply.

**(1) NOTICE OF DISPUTE.** A party shall deliver a written notice ("Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute.

**(2) MANAGEMENT NEGOTIATION.** During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties, the "Negotiation Period") an authorized manager of Customer (the "Customer's Manager") and an authorized manager of Delmarva Power ("Delmarva Power's Manager")

shall attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they shall cause a written settlement agreement to be prepared, signed and dated (a "Management Settlement"), whereupon the Dispute shall be deemed settled, and not subject to further dispute resolution. **(3) ALTERNATIVE DISPUTE RESOLUTION.** (i) Customer and Delmarva Power (1) acknowledge that it is in their best interests to resolve any dispute, claim or controversy arising out of or relating to this engagement letter (any such dispute, claim or controversy, a "Dispute"), in accordance with the dispute resolution procedures set forth herein and (2) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts shall include mandatory submission of a Dispute to non-binding mediation. Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), Delmarva Power and Customer may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (1) its confidential or proprietary information or material or (2) its names, trademarks, service marks or logos, in a court of competent jurisdiction in which the customer is located. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. **f) DELMARVA POWER AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.**

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