

Project Application V.1.21.20

Customer Information

Utility Account Number	Date of assessment	Date Installed
Applicant Name	Applicant Mailing Address	Apt/Suite
City	State	Zip
	VA	
Applicant email	Applicant phone	Meter Number (Optional)
		Number of Veterans
		(Enter on Installed Measures Tab)

Weatherization Service Provider (WSP) Information

Name of WSP	Address of WSP	Apt/suite
project: HOMES	88 Carnation Street	
City	State	Zip
Richmond	VA	23225
Contact name	Contact email	Contact phone
Melinda Fairwell	melinda.fairwell@projecthomes.org	804.415.7105
WSP representative	WSP representative title	
Melinda Fairwell	Utility Project Coordinator	

Customer Consent

By signing below, I certify that:

1. I would like to participate in the Program and authorize the Program Weatherization Service Provider identified above to perform an energy assessment of my home and to install eligible Program products identified in the assessment report subject to a separate service agreement.
2. I am the homeowner or I am authorized by the homeowner to have improvements made to the premise;
3. I have read, understand, and agree to be bound by and comply with the Program Terms and Conditions;
4. I understand and meet at least one of the eligibility requirements for the program; and
5. The information provided to Dominion Energy or Program Implementer in and as part of this Application is accurate and complete and I will notify Dominion Energy immediately of any changes to the information.

Customer Representative Signature	Printed Name	Title	Date
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Virginia Electric and Power Company d/b/a Dominion Energy sponsors the EnergyShare Weatherization Services program (Program) providing in-home energy assessments and select energy-saving products at no cost to qualifying customers. Energy assessments and installations are performed by a Weatherization Service Provider (WSP) approved to participate in the Program. These Terms and Conditions set out the requirements for qualified customers to participate in the Program. By signing below, Customer agrees to comply with these Terms and Conditions.

1. Dominion Energy has contracted with and authorized Nexant, Inc. ("Program Implementer") to administer the Program including, but not limited to, such activities as: qualifying Weatherization Service Providers (WSP), training the WSP on the program, engaging the WSP to complete energy assessments at customer facilities, pre and post inspections of customer facilities, and measurement and verification activities.
2. The Program term is from May 1, 2018 - March 31, 2021 - also, the program will not accept applications for services performed before September 1, 2018 unless the Program is otherwise extended, terminated or until Program funds are no longer available. Program applications are accepted on a first-come, first-served basis until the conclusion of the Program. The Program will not accept any applications for services performed before September 1, 2015.
3. The Program is available to qualified customers in Dominion Energy's Virginia service territory. To qualify for the Program, a customer must be a current Dominion Energy or a new service customer intending to receive electric services on a residential rate schedule and meet one of the following eligibility requirements:
 - a. Customer must have a total household income that does not exceed 60% of the Virginia Median Income; or
 - b. Customer is 60 years or older with a total household income that does not exceed 120% of the Virginia Median Income; or
 - c. The account holder is otherwise qualified to receive an energy audit by a Weatherization Assistance Provider certified by the Virginia Department of Community and Housing Development; or
 - d. A member of the household is currently receiving disability payments from the Social Security Administration; or
 - e. A member of the household is currently receiving disability payments or supplemental income payments from the Veteran's Administration; or
 - f. The account holder has received assistance payments from EnergyShare within the past year; or
 - g. The account holder or member of the household is otherwise currently receiving disability payments from a state or federal agency.Customer shall certify to the income qualification requirements by signing this Customer Program Application and Assessment Form (Application) which is incorporated herein by reference. Please review the Virginia Department of Housing and Community Development's income guidelines. Each customer household is eligible for one assessment. Only one application form shall be submitted per household. Customer measures receiving incentives through the Program are not eligible to receive incentives through any other programs offered by Dominion Energy.
4. Eligible customers must be living in single-family residences, townhomes, mobile homes, and separately metered Multi Family dwellings (apartments and condos) with electric or non-electric heating and electric cooling. Eligible customers must be responsible for the electric bill and either own the home or be able to secure permission from the owner to perform the program qualifying installations or improvements.
5. The Program energy assessment must be completed by a Program-qualified WSP. WSP will not perform an energy assessment without an adult present at the Customer's residence. Customer and the WSP will enter into a separate services agreement covering WSP's installation of the Program qualified energy measures. The WSP will submit Customer's Application and other relevant documentation and information relating to the installation of the Program qualified energy measures to Program Implementer.
6. Dominion Energy reserves the right to make final determination of customer eligibility, qualifying measures, system savings, and project cost-effectiveness.
7. Customer acknowledges that Program Implementer and the WSPs are independent contractors with respect to the Program, and neither Program Implementer nor the WSPs, nor any employees of Program Implementer or the WSPs are employees or agents of Dominion Energy. WSPs are not authorized to make representations or incur obligations on behalf of Dominion Energy or Program Implementer. Participation as a WSP does not constitute an endorsement by Dominion Energy or Program Implementer, nor does it certify or guarantee the quality of work performed.
8. Customer acknowledges that while the Program provides energy assessments and identification of energy savings opportunities and measures available at the Customer's facility, neither Dominion Energy nor Program Implementer will install any equipment or implement any efficiency measures. Customer shall independently evaluate all information provided by the Program related to estimates of energy savings or costs and selection or implementation of projects. Customer understands that actual energy savings may differ from those estimated in the energy assessment report due to variations in individual energy use habits, home characteristics, and any applied energy efficient measures. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a service provider to complete the installation of and implementation of any equipment or measures. Customer acknowledges that the WSP or a third party contractor hired by the WSP for installation services is not an agent, contractor or subcontractor of Dominion Energy or Program Implementer. Responsibility for delivery and workmanship related to the installation of any equipment or services the Customer procures with WSP or a third party contractor exclusively rests with the WSP or the third party.
9. To support identification, verification, implementation and evaluation of energy efficiency measures at Customer's residence, Customer shall permit Dominion Energy, Program Implementer, WSP and each party's subcontractor's access to the Customer's residence during normal business hours. In the case of a rental, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer will provide any requested information relating to the facilities, systems, and installed equipment, as requested by Dominion Energy or Program Implementer to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

10. By signing the Application, Customer authorizes and acknowledges that Dominion Energy may duplicate, disseminate, release and disclose Customer's information relating to an Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to Dominion Energy account information and billing data, energy usage, billing information home characteristics, and installed energy measures and tax identification numbers to Program Implementer and WSPs, as applicable, and their subcontractors authorized to provide Program services for the purposes of processing the Customer's Application, to verify or audit Program records or measure installation, operation and results. Dominion Energy – along with Program Implementer, WSP, and WSP's subcontractors – shall safeguard Customer's information and treat Customer's personal identifiable information as confidential. Customer understands that Dominion Energy, Program Implementer, WSP, and such subcontractors may be required to disclose Customer information (including Customer's personal identifiable information) in connection with state and/or federal law enforcement, fraud prevention, regulation, and other legal action; in those cases, Dominion Energy, Program Implementer, WSP and such subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. If Customer has been referred to the EnergyShare Weatherization Services program via the Virginia Department of Housing and Community Development, Customer understands that information based on Customer's participation in this Program may be shared with the Virginia Department of Housing and Community Development, and Customer consents to the sharing of this information. Dominion Energy reserves the right to publicize Customer's participation in this Program. Customer may opt out of such publication in writing provided to Dominion Energy.

11. Customer understands that it may be contacted by Dominion Energy or Program Implementer via survey or questionnaire to provide feedback on my satisfaction with the Program.

12. Customer understands that Dominion Energy retains all rights to energy and demand reductions that result from measures installed under the Program, and that Dominion Energy may use such energy and demand reductions to participate in load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission entity of which Dominion Energy is a member. Dominion Energy may share Customer's pertinent customer information with PJM and with the Dominion Energy's agents and contractors for purposes of this Program. Pertinent customer information includes, but is not limited to, account holder name, account number, energy usage and billing information, address, other contact information, and other information necessary to implement and monitor the Program including other information as required by PJM.

13. Any person who knowingly files a Program application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Dominion Energy. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

14. Customer understands that actual energy savings may differ from those estimated on the report provided by WSP due to variations in individual energy use habits, home characteristics, and any applied energy efficient measures. Dominion Energy and Program Implementer do not make any, and both Dominion Energy and Program Implementer expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. **DOMINION VIRGINIA POWER AND PROGRAM IMPLEMENTER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

15. Customer shall defend, protect, indemnify and hold harmless Dominion Energy, Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of Customer's act or omission; provided however, that Customer shall not indemnify and hold harmless any Indemnified Party against Claims for any matter that Dominion Energy and Program Implementer have indemnified Customer.

16. To the fullest extent allowed by law, Dominion Energy and Program Implementer's total liability, regardless of the number of claims, is limited to the amount of the incentive payment approved in accordance with the Application, and Dominion Energy, Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations.

17. Notwithstanding anything in these Terms and Conditions to the contrary, Dominion Energy, Program Implementer, and their respective affiliates, directors, officers, employees and/or agents shall not be liable hereunder for any indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

18. Dominion Energy, Program Implementer, and their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Customer's facility including without limitation, asbestos, asbestos products, PCBs, or other toxic substances.

19. CUSTOMER EXPRESSLY AGREES THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS RELATING TO OR ARISING UNDER ANY PORTION OF THE PROGRAM APPLICATION AND TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY ACTUAL OR POTENTIAL CLAIMS REGARDING THE ACCESS, DISCLOSURE, OR USE OF CUSTOMER'S PERSONAL INFORMATION (INCLUDING BUT NOT LIMITED TO NAMES, ADDRESSES, EMAIL ADDRESSES, TAXPAYER IDENTIFICATION NUMBERS, EMPLOYER IDENTIFICATION NUMBERS, ACCOUNT NUMBERS, OR ANY OTHER INFORMATION THAT IS ABOUT OR COULD BE USED TO IDENTIFY THE CUSTOMER) SHALL BE SETTLED BY BINDING ARBITRATION. CUSTOMER, Dominion Energy AND PROGRAM IMPLEMENTER EXPRESSLY WAIVE ANY RIGHT TO PURSUE OR DEFEND CLAIMS IN ARBITRATION AS PART OF A CLASS. ALL DISPUTES REGARDING THE ARBITRABILITY OF ANY CLAIM SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION. CUSTOMER FURTHER AGREES THAT ANY CLAIMS SHALL BE LIMITED TO ACTUAL INJURY SUSTAINED BY THE INDIVIDUAL AS A DIRECT RESULT OF ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF PERSONAL INFORMATION AND THAT CUSTOMER MAY NOT SEEK PUNITIVE, CONSEQUENTIAL, OR OTHER STATUTORY DAMAGES.

20. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Virginia. The parties hereto hereby agree and consent that the exclusive, proper and preferred venue of any claim or cause of action concerning these Terms and Conditions shall lie in the county where the project is taking place for purposes of disputes concerning or arising under, and enforcement of, the Terms and Conditions.

21. These Terms and Conditions constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior representations or understandings, whether written or oral. No amendment or waiver of any of the provisions of these Terms and Conditions will be effective unless it is in writing and signed by both parties.