

## **Builder Terms and Conditions**

### **PPL New Home Program**

## **PARTICIPATING HOMEBUILDER AGREEMENT**

**Program Period June, 1 2017-May 31, 2021**

### **Introduction**

This Agreement sets out the terms and conditions under which Participating Homebuilders can gain benefits by conducting work related to the design and construction of energy efficient new homes for the PPL New Homes Program (“the Program”). Participating Homebuilders gain Program benefits if they agree and adhere to the terms of this Agreement and all Program requirements outlined below.

### **Program background**

The Program is one in a portfolio of programs benefiting PPL Electric Utilities’ (“PPL”) residential customers (“Participating Customers”) as part the PA Public Utility Commission-approved Act 129 Phase III Energy Efficiency and Conservation Plan. PPL retained Ecova as the Program’s Conservation Service Provider and Ecova hired Performance Systems Development (PSD) as a subcontractor to implement the New Homes Program.

### **Benefits for Participating Homebuilder**

1. Appearance on PPL website as a participating Program homebuilder
2. Access to a password-protected web portal, made available later in the Program period, to submit and track customer rebate submissions;
3. Access to Program marketing materials and related services to help promote the Program and your business
4. Notification of Program-sponsored trainings on energy efficiency technologies and Program changes
5. Participation in a network of like-minded professionals to share best practices
6. Feedback on your work and related customer satisfaction
7. Potential other benefits

### **Program requirements and guidelines**

Participating Homebuilder shall:

*Program administrative requirements*

1. Complete the Program registration fields, including providing the name, phone number, and email of Participating Homebuilder's contact for Program-related issues, and a physical office address;
2. Attend an initial Program-sponsored training, either in person or on the phone, to review Program policies and procedures, which are subject to change at Ecova's or PSD's discretion;
3. Advise Ecova of any potential conflicts of interest or personal relationships that exist between Participating Homebuilder, or its staff, and any Ecova employee.

*Business requirements*

1. Maintain the appropriate Pennsylvania contractor's license and any other relevant licenses;
2. Carry and maintain in effect insurance of the types and in the amounts that a prudent vendor in the industry would carry; and, if requested by Ecova, furnish a certificate of insurance evidencing commercial general liability, automobile liability, and workers' compensation and employer liability policies;
3. Demonstrate the capability to conduct business successfully by acknowledging Participating Homebuilder's business has ONE of the following (A or B)
  - A. Satisfactory Dun and Bradstreet Rating; OR
    - A. Meet all requirements and building codes applicable to specific trade(s) set by the jurisdiction having authority in the area where work is performed;
    - B. Procure permits required by federal, state, county, or municipal governments or any other agencies with jurisdiction over work performed in the Program;
    - C. Ensure that all jobs performed under the Program meet all requirements and follow all guidelines of this Agreement;
    - D. Install equipment per manufacturer specifications and carry the manufacturer's warranty;
    - E. Provide Participating Customers with a minimum one-year warranty for labor and materials from the date of customer invoice for items impacting the energy efficiency of the home;
    - F. Receive a Home Energy Rating from a certified Home Energy Rating System (HERS) Rater and meet all program eligibility requirements.
    - G. Obtain a signed final building inspection issued on or after June, 1 2017-May 31, 2021 from the local authority having jurisdiction prior to being submitted by the HERS Rater;
    - H. Provide program representatives access to each home prior to occupancy to verify installation of measures;
    - I. Participating Rater retained by the Participating Homebuilder must submit incentive payment requests within 90 days of the completion of the home or prior to program year submission deadline, whichever is earlier. Specific evidence of business capacity including at least two of the following:
      - i. Ability to provide a satisfactory banking reference
      - ii. Ability to provide three satisfactory professional/trade references, such as suppliers of materials, tools, or credit

- iii. Ability to demonstrate the Principals of the company have satisfactory credit score / no outstanding liens or judgments
4. If Participating Homebuilder is unable to meet these requirements, it may submit, in writing, a Request for Waiver to Ecova. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the Participating Homebuilder is unable to comply with the requirements. Ecova reserves the right to approve or reject any Request for Waiver.

### *Building Requirements*

Participating Homebuilders will receive an incentive only for eligible homes that qualify for the Program once the home has been constructed, has received a Home Energy Rating, and other program requirements met. Incentive funds will be paid on a first come, first served basis until May 31, 2021. Additionally, Participating Homebuilders requesting rebates for qualifying homes are obligated to do the following:

### *Customer Service Requirements*

1. Respond in a timely manner to all requests for information from PSD and Ecova; and
2. Notify Ecova if no longer interested in participating in the Program once enrolled.

### *Quality Guidelines*

To help ensure Participating Homebuilders meet the Program standards, Ecova shall inspect homebuilder-installed equipment and submitted rebate applications. Ecova and PSD shall perform a desk inspection of every rebate application. PSD shall perform an on-site inspection of a Participating Rater's work for one of the first five (5) projects submitted. After the first on-site inspection, PSD will perform an on-site inspection on at least 5 percent of a Rater's Rated homes. PSD and Ecova reserve the right to conduct selected inspections of any job. If a Rating fails to meet the Standards, the Participating Rater, upon request from PSD, and at no additional cost to the Participating Homebuilder, shall make reasonable corrections to Rating that the Participating Rater has performed to bring such work up to the Standards. The corrections shall be completed within a reasonable timeframe specified by PSD. Participating Rater agrees to take steps necessary to ensure that future work shall comply with the Standards. If corrections to the Rating cause the home to fail to meet program eligibility requirements, the builder will not receive an incentive for that home. The builder may take corrective actions to make the home eligible, provided these actions are documented by the Rater and the Rater submits a new Rating reflecting these changes.

### *Marketing Guidelines*

Participating Homebuilder may describe itself as a “participating homebuilder” in the PPL Energy Efficient Homes Program. Participating Homebuilder shall not describe itself as “approved,” “certified,” “accredited”, or “recommended” by PPL Electric Utilities, and shall not use any other descriptive term that might imply a special relationship with PPL Electric Utilities, or imply that PPL Electric Utilities warrants Participating Homebuilder’s work. The specific phrase that may be used in marketing is: “[Participating Homebuilder name] is a participating homebuilder in the PPL Electric Utilities New Homes Program.” Participating Homebuilder shall not use the PPL Electric Utilities seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by Ecova. Participating Homebuilder shall not make reference to PPL Electric Utilities, or the New Home Rebates Program, in any advertisement that makes claims or refers to a specific level of energy savings and dollar savings that customers may expect from energy efficiency products and services offered.

### **Termination Clause**

Ecova may, in its sole discretion, and upon written notification to Participating Homebuilder, terminate Participating Homebuilder from the Program for good reason, including, but not limited to, if Ecova cannot verify all items provided in Participating Homebuilder’s application, obtains adverse information about Participating Homebuilder, if Participating Homebuilder is suspected of any fraudulent activity, if Participating Homebuilder persistently violates Program standards, or otherwise does not comply with the terms of this Agreement.

### **Confidentiality**

PPL Electric Utilities and Ecova understand the sensitive nature of certain data supplied by Participating Homebuilder as part of the Program. Any confidential customer, sales, or price data provided to Ecova, PSD, or PPL Electric Utilities as part of the Program will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. PPL Electric Utilities and Ecova shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. Ecova and PSD may retain and use statistical, aggregated information to incrementally improve and develop services and to create studies, research, products, or strategic planning regarding services and may share such information with PPL Electric Utilities; provided that such studies, research, products, or plans do not identify customers or Participating Homebuilder.

The cumulative sales information of all Participating Homebuilders may be used to generate progress and summary reports, which are required to evaluate the success of the Program. These reports will be made available to the public, but will not provide Participating Customer or Participating Homebuilder-specific information.

Ecova and PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, this Program is subject to public oversight and audit and therefore neither Ecova, PSD, nor PPL can guarantee that any confidential program data or

other confidential information received from Participating Homebuilder or Participating Customer will remain confidential. Neither Ecova, PSD, nor PPL shall have liability to Participating Homebuilder, Participating Customer, or any other party resulting from any public disclosure of data or materials.

## **Indemnity**

Homebuilder shall defend, indemnify, and hold Ecova, PSD, and PPL and their respective affiliates, officers, directors, advisers, consultants, representatives, agents, successors, assigns, counsel, and employees (“Indemnified Persons”) harmless from and against any and all claims, demands, causes of action, suits, and other litigation and related damages, losses, and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney’s fees, arising out of or in connection with Participating Homebuilder’s performance of its obligations hereunder, or sales, installation or performance of equipment sold under the Program. Participating Homebuilder shall reimburse the Indemnified Persons for all expenses, including but not limited to attorney’s fees paid or otherwise incurred in connection with any and all debts, demands, actions, causes of action, suits, accounts, and/or covenants that enforce the provisions of this paragraph if either Participating Homebuilder’s or Participating Homebuilder’s insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

## **Statement**

Program requirements, eligible equipment, and incentives are subject to change at any time.

By clicking agree below, I certify that I have read and understood this agreement and thereby agree to the terms and conditions detailed herein. I have the authority to enter into this Agreement on behalf of my company.

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By providing your contact information above and signing your name below, you consent to receive email messages, phone calls, and postal mail, as indicated above, including that of a promotional nature, from PPL and its service providers on PPL’s behalf at the contact information you have provided above. You are not required to agree to this in order to purchase property, goods, or services from us. An auto-dialer and/or artificial or prerecorded message may be used to make calls to you. Your wireless carrier may charge fees for emails and calls to your mobile device. You represent that you are legally competent and have legal authority to form a contract and provide this consent with respect to the contact information you provide and that you reside in the United States. You may not consent on behalf of someone else or provide someone else’s contact information. You consent to receive phone calls from PPL even if your

phone number is listed on the federal or state “do not call” registry. You may elect to no longer receive promotional communications, and any communications to your mobile device, by contacting us at: Internet/Privacy Notice, GENTW5, 2 N. Ninth St., Allentown, Pa., 18101; calling 610-774-6494; or emailing us at [privacynotice@pplweb.com](mailto:privacynotice@pplweb.com). You agree to enter into and sign this consent to receive messages electronically. Print this page using your Internet-connected computer or device and web browser to retain a copy of your consent. You can withdraw your consent to receive this consent electronically. Mail us at Internet/Privacy Notice, GENTW5, 2 N. Ninth St., Allentown, Pa., 18101 to request a free copy of your consent, update your contact information or for other customer service. See [www.pplelectric.com/privacy-policy.aspx](http://www.pplelectric.com/privacy-policy.aspx) for our Privacy Policy.