

## **SOUTH JERSEY GAS SMART THERMOSTAT REBATE PROGRAM REBATE APPLICATION TERMS AND CONDITIONS**

SOUTH JERSEY GAS is offering smart thermostat rebates to assist Residential Customers in making energy efficient home improvements.

### **PROGRAM EFFECTIVE DATES**

Smart thermostat rebates are available until approximately December 31, 2021 or until Program funding is exhausted or New Jersey Board of Public Utilities program approval is obtained, which may occur prior to December 31, 2021 depending on Program demand.

### **PARTICIPATION RELEASE**

Customers receiving a smart thermostat rebate from SOUTH JERSEY GAS authorize the release of all smart thermostat data to SOUTH JERSEY GAS and any contractor or other vendor providing services or support to SOUTH JERSEY GAS under the SOUTH JERSEY GAS Smart Thermostat Program.

### **CUSTOMER CONFIDENTIALITY**

SOUTH JERSEY GAS will consider all customer information to be confidential, and SOUTH JERSEY GAS and its program delivery contractor will not use your information for any purpose other than in connection with SOUTH JERSEY GAS's energy efficiency programs. Customer expressly understands and agrees that SOUTH JERSEY GAS is required to report to New Jersey regulators on a periodic basis all Program data as well as to prepare and submit to New Jersey regulators Program evaluation reports, however your personal information will not be identified in that report.

### **INSPECTIONS**

SOUTH JERSEY GAS reserves the right to inspect all rebated products to verify compliance with Program rules. This may include post-installation inspections or participant interviews. Upon reasonable notice by SOUTH JERSEY GAS, the Customer must allow access to the installed product for a period of four (4) years after receipt of the rebate from SOUTH JERSEY GAS.

### **RELEASE OF LIABILITY**

SOUTH JERSEY GAS, its program administrators and implementers, disclaim any and all liability, loss or damage and make no guarantees related to:

- Participation in the Program, including use or installation of the Smart Thermostat.
- Any taxes that may be imposed as a result of participation in the Program.

### **DISPUTES/GOVERNING LAW**

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of New Jersey. Venue for any litigation between the parties shall be Atlantic County, New Jersey.

### **TOXIC MATERIALS**

Neither SOUTH JERSEY GAS, nor its consultants, contractors and/or subcontractors, shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with Customer's home, including, without limitation, asbestos, asbestos products, PCBs, mercury or any other toxic substances.

## **LIMITATIONS OF LIABILITY**

The Customer shall independently evaluate any advice or information offered by SOUTH JERSEY GAS related to estimates of energy savings or program costs and is solely responsible for the selection and implementation of the Smart Thermostat(s). IN NO EVENT WILL SOUTH JERSEY GAS, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS, BE LIABLE FOR THE CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF SMART THERMOSTATS AT THE CUSTOMER'S HOME. IN NO EVENT WILL SOUTH JERSEY GAS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE CUSTOMER'S PARTICIPATION IN THIS PROGRAM. Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and subcontractors, and their respective officers, employees, agents, assigns, and successors in-interest ("Indemnified Parties") from and against any third-party claims, damages, losses, liability, costs (including attorney's fees and expenses) for bodily injury to any person (including death resulting there from) and property damage arising out of or in connection with the Program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party.

## **ENERGY SAVINGS**

SOUTH JERSEY GAS does not guarantee energy savings will be achieved and does not make any warranties associated with the product eligible for incentives under this program. SOUTH JERSEY GAS has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors that sell or install energy efficiency products. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of smart thermostats at the Customer's site. In consideration of the services provided by SOUTH JERSEY GAS as part of this Program, the Customer agrees that SOUTH JERSEY GAS is entitled to 100 percent of the rights and benefits associated with the measures, including, without limitation, and all other current or future attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and the Customer waives, and agrees not to seek, any right to the same.