

Builder Terms & Conditions

PECO New Home Rebates

PARTICIPATING HOMEBUILDER AGREEMENT

Period June 1, 2021-May 31, 2026

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 PECO New Home Rebates. Participating Homebuilders gain benefits if they agree and adhere to the terms of this Agreement and all requirements outlined below.

Background

PECO New Home Rebates is one in a portfolio of solutions benefiting PECO Energy Company (“PECO”) residential customers (“Participating Customers”) as part the PA Public Utility Commission-approved Act 129 Phase IV Energy Efficiency and Conservation Plan. PECO hired Performance Systems Development (PSD) as a subcontractor to implement PECO New Home Rebates.

Benefits for Participating Homebuilder

1. Appearance on PECO website as a participating homebuilder
2. Access to a password-protected web portal to submit and track customer rebate submissions;
3. Access to marketing materials and related services to help promote the PECO New Home Rebates and your business
4. Notification of PECO New Home Rebates sponsored training on energy efficiency technologies and 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

Requirements and guidelines

Participating Homebuilder shall:

Administrative requirements

1. Complete the PECO New Home Rebates registration fields, including providing the name, phone number, and email of Participating Homebuilder's contact for PECO New Home Rebates related issues, a completed and signed W9 form, and a physical office address;
2. Attend an initial PECO New Home Rebates sponsored training, either in person or on the phone, to review policies and procedures, which are subject to change at PSD or PECO's discretion;
3. Advise PSD of any potential conflicts of interest or personal relationships that exist between Participating Homebuilder, or its staff, and any PSD 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 PSD, 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)
 1. Satisfactory Dun and Bradstreet Rating; OR
 2. Specific evidence of business capacity including at least ONE of the following (A or B):
 1. Ability to provide a satisfactory banking reference
 2. Ability to provide three satisfactory professional/trade references, such as suppliers of materials, tools, or credit
 3. Ability to demonstrate the Principals of the company have satisfactory credit score / no outstanding liens or judgements

If Participating Homebuilder is unable to meet these requirements, they may submit, in writing, a Request for Waiver to the PECO New Home Rebates Team. 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 terms of the requirement. PECO 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 PECO New Home Rebates once the home has been constructed, has received a Home Energy Rating and all other PECO New Home Rebates' requirements met. Incentive funds will be paid on a first come, first served basis until May 31, 2026. Additionally, Participating Homebuilders requesting rebates for qualifying homes are obligated to the following:

1. Meet all requirements and building codes applicable to specific trade(s) set by the jurisdiction having authority in the area where work is performed;

2. Procure permits required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in PECO New Home Rebates;
3. Ensure that all jobs performed under PECO New Home Rebates meet all requirements and follow all guidelines of this Agreement
4. Install equipment per manufacturer specifications and carries the manufacturer's warranty;
5. 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;
6. To receive a rebate, all homes submitted must receive a Home Energy Rating from a certified Home Energy Rating System (HERS) Rater and meet all PECO New Home Rebates' eligibility requirements.
7. Obtain a signed final building inspection issued on or after June 1, 2021 and on or before May 31, 2026 from the local authority having jurisdiction prior to being submitted by the HERS Rater.
8. Provide PECO New Home Rebates' representatives access to each home prior to occupancy to verify installation of measures.
9. The Participating Rater retained by the Participating Homebuilder must submit incentive payment requests within 90 days of the completion of the home or prior to yearly New Home Rebates' submission deadline, whichever is earlier.
10. If for any reason, an otherwise qualifying project does not meet the above criteria, the applicant may submit, in writing, a Request for Waiver to the PECO New Home Rebates Team. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. PECO reserves the right to approve or reject any Request for Waiver.

Smart Thermostat Requirements

1. **Only ENERGY STAR Certified Smart Thermostats are eligible for an incentive:** <https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results>
2. Thermostats must be installed in a new residential building or major renovation that meets EPA EnergyStar requirements to qualify as new construction.
3. Each application must be accompanied by:
 1. The make, model, and serial number of the thermostat
 2. A geotagged photo of the installed thermostat showing it in operating condition
4. Participating builder agrees to provide education and materials explaining the operational details of the thermostat to the homebuyer.

Customer Service Requirements

1. Respond in a timely manner to all requests for information from PECO and PSD
2. Notify PSD if no longer interested in participating in PECO New Home Rebates once enrolled;

Quality Guidelines

To help ensure Participating Homebuilders meet PECO New Home Rebates' standards, PSD shall inspect homebuilder-installed equipment and submitted rebate applications. 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 reserves 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 PECO New Home Rebates' 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 their firm as a "participating homebuilder" PECO New Home Rebates. Participating Homebuilder shall not describe their firm as "approved," "certified," "accredited" or "recommended" by PECO, and shall not use any other descriptive term which might imply a special relationship with PECO, or imply that PECO warrants Participating Homebuilder's work. The specific phrase that may be used in marketing is: [Participating Homebuilder name] is a participating homebuilder with PECO New Home Rebates. Participating Homebuilder shall not use the PECO seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by PECO. Participating Homebuilder shall not make reference to PECO, or PECO New Home Rebates, in any advertisement which 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

PSD may, in its sole discretion, and upon written notification to Participating Homebuilder, terminate Participating Homebuilder from PECO New Home Rebates for good reason, including, but not limited to, if PSD 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 PECO New Home Rebate standards or otherwise not adhering to this Agreement.

Confidentiality

PSD understands the sensitive nature of certain data supplied by Participating Homebuilder as part of the PECO New Home Rebates. Any confidential customer, sales or price data provided to PSD or PECO as part of PECO New Home Rebates will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. PSD shall endeavor to compile and

aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. PSD may retain and use statistical, aggregated information to incrementally improve and develop its services and to create studies, research, products or strategic planning regarding its services and may share such information with PECO; 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 PECO New Home Rebates. These reports will be made available to the public, but will not provide Participating Customer or Participating Homebuilder-specific information.

PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, PECO New Home Rebates is subject to public oversight and audit and therefore neither PSD nor PECO can guarantee that any confidential PECO New Home Rebates' data or other confidential information received from Participating Homebuilder or Participating Customer will remain confidential. Neither PSD nor PECO shall have liability to Participating Homebuilder or any other party resulting from any public disclosure of data or materials.

Indemnity

Homebuilder shall defend, indemnify and hold PSD and PECO and its respective affiliates, officers, directors, advisors, consultants, representatives, agents, successors or 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 PECO New Home Rebates. 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

PECO New Home Rebates' 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.