



## TERMS AND CONDITIONS

1. **Incentives**— Subject to these terms and conditions (“Terms & Conditions”), the Multifamily Natural Gas Energy Efficiency Program (hereafter the “Program”) high-efficiency gas multifamily building incentives are offered by The Brooklyn Union Gas Company and KeySpan Gas East Corporation each d/b/a National Grid (each “Company” or “National Grid”). The Customer understands and agrees that the Customer’s participation in the Program shall be governed by these Terms and Conditions. The Company, through its vendor, The Association for Energy Affordability, Inc., (the “Vendor”), will install specific conservation measures described in the Program documents (including the Application) (“Conservation Measures”) to eligible National Grid firm gas heating customers. The conservation measures used in this Program will differ among individual buildings and from household to household within multifamily facilities. Each household may not require all Conservation Measures (as determined by National Grid, in its sole discretion). Customer will not be responsible for the cost of the Conservation Materials or the installation of such Conservation Materials. Customer will be responsible for all related costs (if any) for conservation measures installed that are not indicated in the Program documents. After installation Customer shall own the Conservation Measures provided however that Customer must keep the Conservation Measures installed for six months after the date of installation and notify its resident(s) of this requirement.
2. **Customer Eligibility**—Customer (“Customer”) is eligible if they are (a) customer of National Grid on a qualifying multifamily firm rate code and (b) directly responsible for the payment of the Company’s energy bills for the Facility (as defined below). Facility must be a building on Long Island and New York City with 5 units or more to be eligible for the Program. Conservation Measures installations must be completed between 1/1/2022 and 12/31/2022. The Company has the right to reject any Customer, who is not in good standing with Company. Individual co-op or condominium units that have their own individual heating systems are not eligible for this Program. Please visit [ngrid.com/save](#) to learn about program updates or program extensions.
3. **Energy Efficiency Measures**— (a) The Vendor or its subcontractors will install the Conservation Measures. The Company will not pay for any conservation measures or energy efficiency measures (“EEMs”) that are not listed in the Program documents or Application. There will be no substitute Conservation Measures, unless the substitute is approved by the Company in writing and in advance of installation. (b) All Conservation Measure installations must be installed in conformance with federal, state and local code requirements and by Company or its Vendor unless as set forth in Section 10 below. (c) Qualifying projects do not include any gas energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the Program start date. (d) Neither Company nor Vendor are responsible for determining that the design or engineering of the Conservation Measures is proper or complies with any particular laws, codes, or industry standards.
4. **Customer Information**— The Customer hereby authorizes the Company to release their energy use information to energy efficiency program SBC program administrators and/or designees, and understands that such information will be kept confidential and used only for the purposes of program evaluation and determining program eligibility and energy savings. The Customer agrees that Company may provide customer information including name, address, account number, energy consumption data and energy savings to a third party contractor for evaluation purposes. Such third party contractor shall keep customer information confidential. Customer information may also be provided to federal and state governmental and regulatory agencies.
5. **Participation in Other Energy Efficiency Programs**— Customers may not apply for or receive multiple incentives for the same EEM or Conservation Measures from other SBC funded New York State utilities or the New York State Energy Research and Development Authority (“NYSERDA”).
6. **Verification of Installation**— The Customer is not obligated to pay any amount to the Vendor unless Customer is installing measures other than the Conservation Measures.
7. **Limitation of Liability**— Except for property damage, personal injury or death caused by the negligence of Vendor or its subcontractors, Vendor and its subcontractors will not be liable to the Customer for any damages whatsoever under this Agreement. The Company and its affiliates, shall have no liability whatsoever in connection with the Program and the Conservation Measures. The Company shall not be liable to the Customer for any damages in contract, tort (including negligence), or otherwise caused by any activities associated with these Terms and Conditions or the Program. In no event shall the Company and Vendor be liable for any consequential, special or incidental damages.
8. **Warranties and Disclaimers**— (a) Any defect in design, manufacture, or installation of the Conservation Measures found within one (1) year from the date of installation shall be remedied without charge and within a reasonable period of time; (b) Customer may have other warranty rights that may be provided by the manufacturer of the Conservation Measures and materials installed under the Program. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, its affiliates, or Vendor; (c) Company and Vendor disclaim all expressed or implied warranties or guarantees that the installation, use or operation of any of the Conservation Measures or EEMs will result in any level of energy savings or result in any measurable energy related benefit. (d) Company and Vendor do not endorse, guarantee or warrant any particular manufacturer or product. Except to the extent explicitly set forth in these Terms and Conditions and the Program documents, Company and Vendor disclaim all warranties, whether express or implied (including, without limitation, warranty of merchantability and fitness for particular purpose), for any product or service in connection with the Program.
9. **Consent and Visits to the Facility**— (a) Customer agrees to provide Company and Vendor (and its subcontractors) access to the Facility for pre-installation, installation and follow-up visits. (b) Customer agrees to notify all residents in the multifamily, co-op or condominium facility indicated on the Application (“Facility”) that Customer has granted Company and Vendor authorized access to the Facility in order to install the Conservation Measures (including any pre and post installation visits). The Customer agrees to give all Facility residents advance notice before installation or inspections. Customer will inform residents that installation of conservation measures or inspections will require the presence of Vendor personnel in the units occupied by the residents. (c) The Customer agrees to coordinate with Vendor or its subcontractor for Facility access. (d) The Company and Vendor reserve the right to make a reasonable number of follow up visits (as determined in Company’s sole discretion) to Facility during the twelve months following initial installation of the Conservation Measures. Such visit(s) will be at a time convenient to the Customer made with reasonable advance notice given to the Customer by the Vendor or Company. (e) The Customer understands that the purpose of the follow up visit(s) is to provide The Company and Vendor with an opportunity to review the operation of the Conservation Measures for quality control and Program evaluation purposes only. Such inspections or follow up visits do not include any type of safety review. (f) The Company and Vendor are under no obligation to (i) make follow up visits, (ii) review the operation of the Conservation Measures or (iii) make any suggestions of any kind to Customer.
10. **Customer Work Authorization and Project Work Plan**—Vendor or its subcontractors, will contact the Customer or its representative to discuss program details and to schedule site visits to install conversation measures indicated on this form. Vendor may select and provide one or more installation subcontractors to complete the Conservation Measure installation work.
11. **Tax Liability and Credits**— The Company is not responsible for any taxes which may be imposed on the Customer as a result of Conservation Measures installed or Customer’s participation in the Program. Each Customer must provide a valid Federal Tax I.D. number.
12. **Installation Requirements**— Work must be performed by Vendor (or its subcontractors). Customer confirms that as a requirement of the Program, Customer or its representatives shall be responsible for disposition of any and all old equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulations.
13. **Disputes**—The Company will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives requirements.
14. **Program Changes**— The Company reserves the right to change, modify, or terminate this Program at any time without any liability except as expressly stated herein. Company will honor all written commitments made to Customer prior to the date of any change, modification or termination of this Program, provided the installation of the Conservation Measures is completed prior to the date of such change, modification or termination.
15. **Miscellaneous**— (a) The Application, these Terms and Conditions and the Program materials is the entire agreement between the parties and supersedes all other communications and representations. In the event of a conflict between these Terms and Conditions and any Program materials, these Terms and Conditions shall govern. (b) Customer acknowledges that the Vendor and its subcontractors are not authorized to make any agreement or representation on behalf of the Company and the Company will be bound only by an authorized representative of the Company. (c) There shall be no amendment or modification to these Terms and Conditions or any Program materials unless such is made by Company. (d) Except to the extent expressly stated in this Agreement, these Terms and Conditions do not grant any rights to any third parties. (e) These Terms and Conditions are governed by the State of New York.