



Commonwealth Solar Hot Water Programs Terms and Conditions

System Owner Eligibility: System Owner agrees to meet all of the program and system requirements as set forth in the Commonwealth Solar Hot Water Program Application, Application Instructions, and these Terms and Conditions (collectively, the “Application Materials”). System Owner (or Host Customer, if applicable) represents and warrants that he/she is the lawful owner of record of the building that will be served by the solar hot water system, and that the building served by the solar hot water system is used year-round. Residential Homeowners represent that he/she has completed an energy audit within the last 5 years or will have completed an energy audit by the time of project completion. Note: Homeowners may be granted an exemption, if the utility company advises that an energy audit is not necessary (e.g. new construction home).

Installer Eligibility and Insurance: Installer agrees to meet all of the program and system requirements as set forth in the Application Materials. MassCEC requires that an appropriately licensed contractor be used where required by state law. System Owner and Installer (and Host Customer, if applicable) attest and acknowledge, by signing below, that the parties have discussed the current forms and levels of insurance coverage maintained by the Installer and have mutually determined that such levels adequately meet the project’s and parties’ needs.

Changes in Equipment: The solar hot water system must be designed and installed to meet the system requirements described in the Application Instructions. System Owner and Installer agree that if the equipment installed is different from that specified in the Application Materials, it must meet all program requirements and those changes must be made upon submission of the Project Completion Form. MassCEC reserves the right to withhold the rebate if the installed system does not meet program and system requirements. MassCEC reserves the right, at its sole discretion, to rescind the rebate or adjust the rebate amount in a manner proportionate to the changes from the approved Application. Under no circumstances will MassCEC provide an adjusted rebate that is more than the originally approved rebate.

No Warranties: MassCEC does not endorse, guarantee, or warrant any installer, manufacturer, or product installation. MassCEC does not make any representation of any kind regarding the results to be achieved by the equipment or the installation or the adequacy or safety of such equipment or installation.

Performance Monitoring: All commercial solar hot water systems are required to install performance monitoring equipment on their system. System Owner agrees to allow MassCEC to collect data for at least twelve (12) months of operation of the system. In the event the System Owner (or Host Customer, if applicable) relinquishes ownership of the building during the monitoring period, System Owner agrees to notify MassCEC in writing. Data received by MassCEC shall be deemed to be a public record subject to public disclosure. For more information, please see Chapter 66 of the Massachusetts General Laws.



Post-Installation Work Verification: MassCEC reserves the right to withhold payment of any rebate until it has performed a verification of the installation, which may include on-site inspection. System Owner (and Host Customer, if applicable) agrees to interpose no objections to access to the system by the MassCEC, designees, representatives and assignees for the purpose of conducting a post-installation work verification, provided access is made during normal business hours with prior written notice to System Owner. If MassCEC determines that the system does not meet program requirements and applicable state or local codes or ordinances, MassCEC may require that the installation be modified before making any rebate payments. The cost of such modifications is the responsibility of the System Owner.

Changes in the Commonwealth Solar Hot Water Program: This rebate program is subject to change without prior notice. MassCEC reserves the right to adjust these terms and conditions as necessary. System Owner (and Host Customer, if applicable) acknowledges that purchase and installation of the solar hot water system is at System Owner's (and Host Customer's) own cost and risk.

Indemnification: System Owner (and Host Customer, if applicable) agrees to indemnify MassCEC and their respective officers, directors, employees, agents, and affiliates against, and defend and hold each of them harmless, from any and all claims or liabilities related to or arising from the project, including, but not limited to, any violations related to the building code or city ordinance.

Tax Liability: MassCEC is not responsible for any tax liability which may result from receipt of the rebate by the System Owner.

SIGNATURE

I hereby affirm that all of the information submitted in the Application is true to the best of my knowledge. I hereby agree to all of the Terms and Conditions and all other program and system requirements set forth in the Application Materials.

Signature of Installer
Print name of Installer: _____

Date

Signature of System Owner
Print name of System Owner: _____

Date

____ *For Third Party Owned Projects Only* (If not applicable, please write "N/A"): I, as the System Owner, certify that I have a Memorandum of Understanding ("MOU"), Power Purchase Agreement ("PPA"), or solar leasing arrangement in place with the Host Customer identified in the Application.

Signature of Host Customer, if applicable
Print name of Host Customer: _____

Date