



An Exelon Company



## BGE Smart Window Shade Pilot Terms and Conditions

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**PURPOSE AND OVERVIEW OF THE PROGRAM:** Baltimore Gas and Electric (BGE) is conducting a Smart Window Shade Pilot where customers will receive up to 10 automated window shades and installation at no additional cost, to be furnished by a participating window shade manufacturer and installed by an appropriately licensed contractor, as necessary. BGE will request that you provide feedback on the program in the form of online surveys.

**ELIGIBILITY:** Participants must be BGE customers in good standing who reside in a single-family residential home or individually metered townhouse or condominium that has up to 10 south- and/or west-facing windows. Participants must have resided in their current home for at least 12 months and must not have plans for major renovations in 2020–2021.

**APPROVAL, VERIFICATION AND INSPECTION:** BGE reserves the right to verify all installed smart window shade treatments. Participant’s home may also be selected for a post-installation, quality control inspection by the Program Implementer, ICF. No warranty is implied by this inspection.

**RIGHT TO REFUSE:** Contractor has the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being. “Inappropriate” includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact. Participating contractor reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or well-being.

**TAX LIABILITY:** BGE will not be responsible for any tax liability that may be imposed on the homeowner as a result of receiving the no-cost equipment or installation. Please contact your tax advisor for more information.

**ENDORSEMENT:** BGE does not endorse any particular manufacturer, product, system design, claim or contractor in this program.

**INFORMATION RELEASE:** If selected to participate in the pilot, applicant agrees that BGE may include participant’s name, BGE services used and resulting energy savings in reports or other documentation submitted to the Maryland Public Service Commission. BGE will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**LIMITATION OF LIABILITY:** The parties agree that BGE and ICF are not liable for any losses, harms or damages of any nature, whether direct, indirect, incidental, special or consequential, in any way connected with or resulting from services provided by this program or participation therein, including any damages relating to safety, health or well-being.

**WARRANTIES:** BGE DOES NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. BGE makes no warranties or representations of any kind, whether statutory, expressed or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding any energy efficiency measure provided by a manufacturer or vendor. Contact the equipment manufacturer for details regarding equipment performance and warranties. BGE and ICF provide no warranties regarding safety, health or well-being.

**OWNER’S CERTIFICATION:** Owner certifies that if he/she is selected for participation, smart home equipment installed as part of the Smart Window Shade Pilot will remain installed in the home until conclusion of the pilot or be returned to BGE. Owner acknowledges that the Smart Window Shade Pilot can be canceled at any time.