



# Direct Install Program Application

## Instructions

1. Fill out all applicable sections below.
2. Provide a complete Application and signed Participation Agreement to an approved Participating Contractor, along with copies of utility billing demonstrating average annual electric demand does not exceed 200 kW in the preceding 12 months.
3. Your Participating Contractor or Program Manager will confirm program participation eligibility, perform the Energy Assessment, and arrange for final approval by the Program Manager prior to installing eligible measures.

## Customer Information

Legal Name		DBA	Tax ID	
Company Address		City	State	Zip
Project Contact		Phone		
		Email		
Customer to provide Copies of 13 months of electric bill		Check if attached	Electric Rate Class	
Woman, Minority or Veteran owned business (if yes, please attach supporting documentation)				

## Facility Information (Facility on which Energy Assessment is to be conducted and measures provided)

Facility Address		City	State	Zip
County		Electric Account Number		
		NJNG Account Number		
Facility Name and Brief Type/Occupancy Description:				
Own		Facility Square Footage		
Rent If Rented, Property Owner				

## For Participating Contractor Use Only

Company Name		Contact		
Contractor Phone		Contact E-mail		
Average Annual Electric Demand kW (based on preceding 12 months)			Project Name	
Assessment Date		Assessor		

## For Program Manager Use Only

Date Application Received		Project ID		
Project Approved	Rejected	Approved/Rejected by	Tier 1	Tier 2

## Tier I Enhanced Incentives – if applicable, check appropriate box

K-12 Public School	Municipality	County Entity
Facilities located in an NJ Opportunity Zone		Facilities located in UEZ

# SAVEGREEN PROGRAM DIRECT INSTALL

## Installation Agreement

This Installation and Repayment Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between New Jersey Natural Gas Company (“NJNG”) and [insert Customer name] (the “Customer”), each individually referred to as a “Party” and collectively referred to as the “Parties.” Customer is NJNG’s customer of record, i.e., the NJNG gas account holder. Participating Contractor (“Participating Contractor”) is a contractor that has met all of the requirements and been approved to operate as a Participating Contractor within NJNG’s Direct Install Program.

NJNG is offering the SAVEGREEN Program (a/k/ Direct Install Program) (the “Program”) to customers in its service territory. Under the Program, NJNG coordinates with Participating Contractor(s) for the installation of certain energy efficiency measures (“ECMs”) at eligible facilities.

The following terms and conditions govern the Program and the installation of the ECMs.

### 1. ECMs to be Installed

The Participating Contractor(s) will install at Customer’s Facility the ECMs described in the Energy Efficiency Upgrade Proposal attached hereto (the “Proposal”), subject to Paragraph 5 below. The Program will fund certain capital expenditures meeting the Program requirements but not costs associated with abatement and remediation of any hazardous materials not directly associated with the installation of ECMs (including, but not limited to, asbestos, lead paint, decommissioned oil tank removal, mold, etc.). Incentives are not available for any measures served by deliverable fuels and any electric equipment served by municipal electric utilities.

### 2. Installation Date

The Participating Contractor(s) will use commercially reasonable efforts to install the ECMs within ninety (90) days of Customer signing this Agreement.

### 3. Warranty and Disclaimers

(a) The Participating Contractor(s) will warrant for One (1) year from the date work has been accepted, or date work has been placed into commercial use, whichever is later, (the “Warranty Period”), that it will promptly repair, correct, replace, and re-perform any said work that fails to conform to the contract at no additional cost to the customer. All such warranty work shall be promptly corrected and shall be warranted for one (1) additional year from the date of repair, correction, replacement, or reperformance of such work, which one (1) additional year shall be considered the Warranty Period.

Written communication to Participating Contractor specifying defective or otherwise nonconforming work that appears either during the progress of the work or during the Warranty Period after acceptance of the completed work for use or operation shall be deemed sufficient notice to Participating Contractor to promptly remedy the defect or nonconformity as required by this Agreement.

Participating Contractor further warrants that all materials furnished and work supplied will be fit for the purpose intended and will be free of any defects in material and workmanship.

Participating Contractor shall identify in writing all third-party or original equipment manufacturer warranties that Participating Contractor receives in connection with the work and will pass through to the customer the benefits of all such warranties (the "Pass-Through Warranties"); provided, however, that nothing in this section will reduce, or limit, or expand Participating Contractor's obligations under this Agreement.

- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the equipment installed under this Agreement. Customer may exercise such rights only against the manufacturer and not against NJNG or its affiliates. The Participating Contractor(s) shall use commercially reasonable efforts to assist Customer in enforcing the manufacturer warranties.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER NJNG NOR THE PARTICIPATING CONTRACTOR(S) MAKES ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (d) NJNG DOES NOT GUARANTEE THAT THE ECMS WILL, IN FACT, SAVE ANY LEVEL OF ENERGY OR RESULT IN A LOWERING OF CUSTOMER'S ENERGY BILLS. The information provided in the Proposal is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.

#### 4. Access to Property

- (a) Customer grants NJNG, its agents, and Participating Contractors (s) reasonable access to the Facility during normal business hours to conduct initial assessment, perform installation work, and conduct post-installation field inspections of work and said access shall be at such date and time as the Parties shall mutually agree. If Customer's Facility requires any work to be performed during off-business hours, arrangements may be made for off-hours installation. In all instances, Customer will be responsible for all costs arising from failure to grant access as arranged. These costs will not be included with the ECMs installation costs, savings analysis, or Customer contribution.
- (b) Customer further grants NJNG and its agents access to the Facility to make a reasonable number of follow-up visits during the twenty-four (24) months following installation, with advance notice and at a time convenient to Customer. The purpose of the follow-up visits is to provide NJNG with an opportunity to review the operation of the ECMs for program education purposes. During the follow-up visits, NJNG may make recommendations to Customer regarding operation of the ECMs, however, Customer is under no obligation to follow any such recommendations. If Customer implements such recommendations, NJNG will not be liable to Customer in tort (including negligence) for Customer's reliance on the recommendations.

#### 5. Discretion of NJNG

NJNG (at its sole discretion) may choose not to approve the installations specified in the Proposal for reasons including, but not limited to, issues related to safety, discovery of unforeseen conditions or the availability of budget for this Program.

6. Customer Contribution

(a) The initial Total Project Cost to install the ECMs is set forth in the Proposal. Customer will pay Customer's cost contribution either in one lump sum or, if approved, over a period of sixty (60) months, interest free, using the NJNG On Bill Repayment Program ("OBRP"). A separate OBRP application must be submitted by Customer and approved by NJNG

The initial Total Project Cost is \$ \_\_\_\_\_. Customer's cost contribution is equal to \_\_\_ % of the Total Project Cost. Customer opts to pay its cost contribution (check one):

one lump sum payment of \$\_\_\_\_\_ OR sixty (60) monthly OBRP payments of \$ \_\_\_\_\_

(b) Customer acknowledges and agrees that the initial Total Project Cost may change as a result of the actual Project installation. If the Project costs increase by more than ten percent (10%) or by more than \$3,500 over the initial Total Project Cost, a written Change Order and Amendment will be required to be executed by Customer and NJNG. Project costs will be trued-up upon completion of the Project and a Project Completion Form bearing the final Total Project Cost will be executed by Customer (and NJNG, if Project costs increase or decrease by more than ten percent (10%) or by more than \$3,500 as compared to the initial Total Project Cost).

7. Incentives

Customer represents and warrants to NJNG that Customer has not received or applied for incentives or services for the same ECMs from another utility, state, or local program.

8. INDEPENDENT COUNSEL

**CUSTOMER HAS OBTAINED, TO THE EXTENT IT HAS DEEMED NECESSARY OR PRUDENT, LEGAL COUNSEL TO ADVISE IT ON THIS AGREEMENT.**

9. Demand Reductions

By participating in the Program, Customer agrees their electric utility will maintain ownership of all Capacity Rights from electric savings measures, which refers to the demand reduction associated with any energy efficiency and peak demand reduction measure for which incentives were provided by the Company. Customer electric utility will aggregate these energy efficiency demand reduction attributes into the PJM capacity market as appropriate, with proceeds being used to reduce customers' costs for the programs

10. Governing Law; Waive Jury Trial

Customer agrees (A) that the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, and (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.

11. Severability

In the event any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

12. No Partnership

This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership, or other form of business association between the Parties, or an agreement to enter any business relationship.

13. Entire Agreement; Counterparts

This Agreement constitutes the full, complete, and only agreement between the Parties hereto and supersedes any previous agreements, representations, or undertakings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed and delivered by the Parties in separate counterparts by original or a PDF image, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

14. Amendments

This Agreement shall not be amended, modified, or otherwise altered, except pursuant to a written agreement signed by the Parties.

15. Limitation of Liability; Limitation of Actions

In no event will NJNG or its agents (s) be liable for any losses, damages, costs, or expenses however caused, arising from this Agreement. NJNG 's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall, under no circumstances, exceed the cost of Customer's contribution to the cost of the ECMs. NJNG shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against NJNG arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this Paragraph 15 shall survive termination or expiration of this Agreement.

16. Indemnity

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD NJNG HARMLESS FOR ALL NEGLIGENCE OR INTENTIONAL ACTS OF THIRD PARTIES. THE PROVISIONS OF THIS PARAGRAPH PROVIDING FOR CUSTOMER'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NJNG SHALL ALSO APPLY TO AND PROTECT NJNG'S OFFICERS, AGENTS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS. CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY AND TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO NJNG'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO NJNG'S SOLE NEGLIGENCE.

## 17. Confidentiality

Customer-specific information shall only be used by NJNG and Customer's electric utility in compliance with any applicable regulations and statutory obligations or as otherwise authorized by Customer. Customer expressly understands and agrees that NJNG and Customer's electric utility are required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the ECMs implemented by each Program participant and the energy and cost savings estimates for each Project. Customer shall consider all information furnished by NJNG to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than in connection with the Program, without NJNG's prior written consent. Notwithstanding the above, either Party may disclose such information as may be required to be disclosed by law, regulatory body, or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection.

## 18. Sale or Transfer of Property

If Customer chooses to pay Customer's cost contribution over a period of sixty (60) months and then, as applicable, Customer sells its ownership interest in the Facility, terminates its lease agreement or otherwise vacates the Facility prior to making the final Program payment, then in addition to all other remedies available to NJNG, NJNG may declare all of the unpaid balance immediately due and payable, and Customer shall immediately pay all of the unpaid amount to NJNG. Alternatively, NJNG may, in its sole discretion, allow Customer to transfer the outstanding balance of Customer's cost contribution to a different NJNG billing account.

In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) a lease termination or Customer vacates the Facility, (iii) bankruptcy, insolvency or liquidation of Customer or (iv) forced shut down of Customer's operations and/or the Facility, NJNG's rights to capture and monitor energy savings shall survive.

Customer must provide NJNG with ninety (90) days advance written notice of a change of ownership, change of billing account information, or a "customer of record" modification made to the billing account, at the following address:

New Jersey Natural Gas Company  
SaveGreen Program  
1415 Wyckoff Road  
Wall, NJ 07719  
savegreenlegal@njng.com

## 19. Timing

Customer shall have thirty (30) days from receipt of this Agreement in which to review, execute and return this Agreement to NJNG for countersignature. Failure of Customer to timely return the executed Agreement may result in Customer's Project being moved to the end of NJNG's review queue and, as a result of the number of Program applicants and limited Program funding available, Customer may lose funding for its Project.

Customer Name \_\_\_\_\_

Customer Signature \_\_\_\_\_

Customer Signatory Name (Print) \_\_\_\_\_

Customer Signatory Title \_\_\_\_\_

Signature Date \_\_\_\_\_

Owner Signature Required    YES    NO

The undersigned hereby authorizes the installation of the ECMs as described in the Energy Efficiency Upgrade Proposal and grants NJNG and its agents reasonable access to the Facility for the performance thereof. Energy Efficiency Upgrade Proposal must be attached.

Owner Name \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Signatory Name (Print) \_\_\_\_\_

Owner Signatory Title \_\_\_\_\_

Signature Date \_\_\_\_\_

