

Builder Agreement
UGI Save Smart New Homes Program

PARTICIPATING HOMEBUILDER AGREEMENT

Introduction

This Agreement sets out the terms and conditions under which home builders participating (the “Participating Homebuilders”) can gain benefits by conducting work related to the design and construction of energy efficient new homes for the UGI Save Smart New Homes Program (“the Program”). Participating Homebuilders gain Program benefits if they agree and adhere to the terms of this Agreement and all Program requirements outlined below.

Program background

The Program is one in a portfolio of programs benefiting UGI Utilities, Inc. – Gas Division and UGI Penn Natural Gas, Inc. (collectively, the “Utility”) residential customers (“Participating Customers”). The Utility has retained Performance Systems Development (“PSD”) as the Program’s Conservation Service Provider (CSP) to implement the Program.

Benefits for Participating Homebuilder

1. Appearance on the Utility website as a Participating Homebuilder
2. Access to a password-protected web portal to submit and track customer rebate submissions;
3. Access to Program marketing materials and related services to help promote the Program and your business
4. Notification of Program-sponsored trainings on energy efficiency technologies and Program changes
5. Participation in a network of likeminded professionals to share best practices
6. Feedback on your work and related customer satisfaction

Program requirements and guidelines

Participating Homebuilder shall:

Program administrative requirements

1. Complete the Program registration fields, including providing the name, phone number, and email of Participating Homebuilder’s contact for Program-related issues, and a physical office address;

2. Attend an initial Program-sponsored training, either in person or on the phone, to review Program policies and procedures, which are subject to change at PSD or the Utility'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 maintain general liability insurance coverage of at least \$1,000,000 per occurrence; 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 two of the following:
 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
 - 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 PSD. 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. PSD 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 the Program once the home has been constructed, has received a Home Energy Rating and other program requirements have been satisfied. Incentive funds will be paid on a first come, first served basis until May 31, 2021. 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 the Program;
3. Ensure that all jobs performed under the Program 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 to the program must receive a Home Energy Rating from a certified Home Energy Rating System (HERS) Rater (the "Participating Rater") and meet all program eligibility requirements.
7. The Participating Rater retained by the Participating Homebuilder must register a home no later than 60 days following the Rater's insulation inspection. Registration of a home does not guarantee an incentive payment but secures the home's place in line for an incentive payment to be issued on a first come, first served basis while funds last. A registered home will be removed from the queue 180 days following the permit date. Exceptions may be made at the Utility and PSD's discretion.
8. Obtain a Certificate of Occupancy issued on or after January 1, 2018 and on or before September 30, 2021 from the local authority having jurisdiction prior to being submitted by the HERS Rater.
9. Provide Program representatives access to each home prior to occupancy to verify installation of measures.
10. The Participating Rater retained by the Participating Homebuilder must submit incentive payment requests within 90 days of the Completed HERS Rating date or ENERGY STAR certification date, or prior to program year submission deadline, whichever is earlier. Incentive payments for eligible homes will be issued within 60 days of the Participating Rater's submission of all required documentation.

Customer Service Requirements

1. Respond in a timely manner to all requests for information from PSD;
2. Notify PSD if no longer interested in participating in the Program once enrolled;

Quality Guidelines

To help ensure Participating Homebuilders meet the Program standards, PSD or an evaluation contractor 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 25 percent of a Participating Rater's rated homes. PSD reserves the right to conduct selected inspections of any job. If a Participating Rater's rating ("Rating") fails to meet the Program's standards for work performed, rebate applications submitted, and customer satisfaction (Standards for Work Performed or "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 Homebuilder 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 program eligibility requirements, the Participating Homebuilder will not receive an incentive for that home. The Participating Homebuilder may take corrective actions to make the home eligible, provided these actions are documented by the Participating Rater and the Participating Rater submits a new Rating reflecting these changes.

Marketing Guidelines

Participating Homebuilder may describe their firm as a “participating homebuilder” in the Program. Participating Homebuilder shall not describe their firm as “approved,” “certified,” “accredited” or “recommended” by the Utility, and shall not use any other descriptive term which might imply a special relationship with the Utility, or imply that the Utility warrants, in any way, Participating Homebuilder’s work. The specific phrase that may be used in marketing is: [Participating Homebuilder name] is a participating homebuilder in the UGI Save Smart New Homes Program. Participating Homebuilder shall not use the Utility seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved in writing by the Utility. Participating Homebuilder shall not make reference to the Utility, or the Program, 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 the Program 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 violates Program standards or otherwise fails to adhere to the terms set forth in this Agreement. The Utility reserves the right to extend, modify (this includes modification of program incentive levels) or terminate this program without prior or further notice.

Confidentiality

PSD understands the sensitive nature of certain data supplied by Participating Homebuilder as part of the Program. Any confidential customer, sales or price data provided to PSD or the Utility as part of the Program 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 the Utility; 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 the Program. 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, this Program is subject to public oversight and audit and therefore neither PSD nor the Utility can guarantee that any confidential program data or other confidential information received from Participating Homebuilder or Participating Customer will remain confidential. Neither PSD nor the Utility shall have liability to Participating Homebuilder or any other party resulting from any public disclosure of data or materials.

Indemnity

Participating Homebuilder shall defend, indemnify and hold PSD and/or the Utility 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 the Program. 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 or Participating Homebuilder’s insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

Statement

Program requirements, eligible equipment and incentives are subject to change at any time.

By submitting the application form, 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.