## TERMS and CONDITIONS WATER EFFICIENCY PROGRAM PLEASE READ CAREFULLY

In consideration of receiving the bill credit under this Program, the Applicant acknowledges and agrees:

*THAT* the Water Efficiency Program is subject to any rules or regulations as ordered by the North Carolina Utilities Commission and applicable to the Program;

*THAT* the bill credit shall be applied for approved applications in the Applicant's next bill cycle, consistent with the below table, with maximums applicable for each unique Account Number and Premise combination;

TYPE OF FIXTURE	CREDIT	MAX CREDIT	QUALIFIED PURCHASE
Toilet	\$75	\$150	WaterSense-certified
Washing Machine	\$100	\$100	Energy Star-certified
Showerhead	\$15	\$30	WaterSense-certified
Dishwasher	\$100	\$100	Energy Star-certified

THAT ELIGIBILITY is to any single-family home or multi-family home up to four units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service;

THAT ELIGIBILITY is for the above fixtures types only, and the purchased item must be listed as a certified product by the EPA WaterSense Program or Energy Star Program at the time the application is received by the Utility;

*THAT* the application must be accompanied by the original sales receipt. If the receipt does not show the fixture brand and model, you must provide other documentation acceptable to the Utility, such as the model number from the packaging;

THAT THE RESPONSIBILITY to meet Program criteria is the Applicant's;

*THAT* the Utility may deny any application that does not meet Program requirements, which can be obtained by visiting <u>www.myutility.us/CarolinaWaterServiceNC</u> or by calling 800-525-7990;

THAT the Utility may inspect all properties participating in this Program in order to confirm applicants' performance of the obligations under this Application;

*THAT* the Utility does not guarantee or warrant that the performance of any fixture or that its installation will be free of defects, the quality of workmanship of the fixture or the suitability of the premises for installation;

THAT the Utility does not guarantee any benefits in the WaterSense or Energy Star Programs;

*THAT* the installation of the number and type of eligible fixtures indicated in this Application Form has been completed at the service address shown on the application;

*THAT* this program is not effective unless and until fully approved by the North Carolina Utilities Commission and any WaterSense or Energy Star labeled fixture purchase prior to that approval date is ineligible for this bill credit;

*TO* indemnify, save and hold harmless the Utility including its Boards, affiliates, officers and employees, against any and all liability, loss, costs, damages, and expenses, causes of action, actions, claims, demands, lawsuits and other proceedings, by whomever made, sustained, brought or prosecuted, including third party bodily injury, death, personal injury, and property damage, in any way based upon, occasioned by or attributable to the undersigned's participation in this Program, including any negligence on the part of the Utility, its agents or servants;

*THAT* the Utility reserves the right to alter or terminate the Program at any time or refuse, in its sole discretion all further applications. At any time this Program is cancelled or altered, your bill credit for a purchase and installation of a WaterSense or Energy Star labeled fixture will be honored only if received by the Utility within 30 days of the date of purchase;

*THAT*, if the Program is in force, then all applications for an WaterSense or Energy Star labeled fixture Bill Credit must be received within 60 days of purchase;

*THAT* the WaterSense or Energy Star labeled fixture must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

*TO* repay such bill credit to the Utility upon request, if this Application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

## Email: Waterefficiency@carolinawaterservicenc.com

Carolina Water Service, Inc. of North Carolina 5821 Fairfield Road, Suite 401 Charlotte, NC 28209

Website: <u>www.myutility.us/CarolinaWaterServiceNC</u> Customer Service: 800-525-7990

## Attn: Water Efficiency Program Bill Credit

Signature of applicant:	Date:
Property Owner Signature:	Date: