

Energy Assistance for Savings & Efficiency Program Participation Agreement

This Energy Assistance for Savings & Efficiency Program Participation Agreement (“Agreement”) is an offer by Georgia Power Company (“Georgia Power”) to allow you (“you” or “Participant”) to participate in Georgia Power’s Energy Assistance for Savings & Efficiency Program (“Program”) as further described in this Agreement and in accordance with and subject to the terms of this Agreement and all Program terms and conditions. By executing this Agreement, you accept this offer and agree to be bound and abide by the terms and conditions of this Agreement and the Program as a condition of your participation in the Program. The Program is only available to Georgia Power residential electric service customers who are 18 years of age or older, reside in the United States and meet certain income eligibility requirements. By executing this Agreement, you represent and warrant that you are of legal age to form a binding contract with Georgia Power and that you meet all of the Program eligibility requirements.

Background

A. Participant owns or leases certain real property identified on Participant’s monthly Georgia Power residential electric service bill and listed below (the “Property”). If the Property consists of multiple units, information regarding each unit to which this Agreement applies is set forth in Appendix A. If Participant does not own the Property, the owner of the Property will be referred to herein as the “Landlord”.

B. In connection with the Program, Participant and Landlord, if applicable, wish for Georgia Power to perform an Assessment (defined below) and based on the Assessment to perform the Improvements (defined below) at the Property.

C. As part of the Program, Georgia Power wishes to perform the Assessment and, potentially, the Improvements and to evaluate energy data associated with the Property.

NOW, THEREFORE, in exchange for the mutual promises exchanged herein and other good and valuable consideration, the sufficiency of which is hereby recognized by the parties, the parties agree as follows:

1. Services. In connection with the Program and to the extent required resources and materials are available, Georgia Power and/or its employees, agents, contractors, subcontractors, third party evaluators, and representatives (“Georgia Power Parties”) may perform an assessment of the Property in order to identify potential energy-saving opportunities (the “Assessment”). Based on the Assessment and as determined by Georgia Power in its sole discretion, the Georgia Power Parties may perform certain home energy improvements (collectively, the “Improvements”) at the Property for the benefit of Participant and Landlord, if applicable, and at no cost to Participant or Landlord, if applicable. Participant and Landlord, if applicable, acknowledge and agree that: (i) the Improvements provide a substantial benefit to the Participant and Landlord and any Improvements that the Georgia Power Parties make are accepted as a condition of this Agreement, (ii) the Improvements are intended to remain at the Property and, following installation, ownership of the Improvements will automatically transfer to the owner of the Property, either Participant or Landlord, as applicable, and (iii) following installation, Georgia Power and the Released Parties (as defined below) will have no further responsibility or obligation for the Improvements, and all responsibilities and obligations with respect to the Improvements will belong solely to Participant and, where applicable,

Landlord. The Georgia Power Parties may perform the Improvements set out in one or more work orders to be issued and signed by a Georgia Power Party and accepted by Participant (each, a “Work Order”). Georgia Power reserves the right not to perform any Assessment or Improvements, to perform only some of the Improvements listed in a Work Order, or to terminate this Agreement without penalty or liability and with no further obligation if, in its sole discretion, it (i) determines that the Assessment or Improvements cannot be performed in a manner that is acceptable to Georgia Power, (ii) determines that any materials or resources necessary or desirable to perform the Assessment or make some or all of the Improvements are not readily available, (iii) determines that the Property include any hazardous conditions, including those noted in the related Health and Safety Acknowledgement or (iv) terminates or modifies the Program. In such case, the Georgia Power Parties will have no further obligation with respect to the performance of the Assessment or the Improvements or this Agreement.

2. Access. Consistent with Section 8 below, Participant and Landlord, if applicable, grant the Georgia Power Parties the right and license to access the Property at reasonable times to perform the Assessment, the Improvements, and any activities related to the Assessment, the Improvements and the Program, including, without limitation, surveying, measuring, design, testing, assessment, operation, maintenance, fitting, drilling, light construction work involving hand or power tools, repair and replacement work, and any evaluations regarding quality assurance, quality control, and/or the Program’s or the Improvements’ efficacy. Participant and Landlord, if applicable, understand that Improvements may require drilling permanent holes and/or permanently attaching equipment to one or more areas of the Property and grant the Georgia Power Parties permission to do so without any obligation to repair or replace any portion of the Property that is damaged or modified.
3. Data. Participant and Landlord, if applicable, grant Georgia Power the right to access, collect, store and use all data and other information generated in connection with the Program, including, without limitation, Participant’s and Landlord’s name, address, telephone number, and electric service account number, information about the Property and its energy systems and related equipment, and information related to the use and consumption of energy at the Property (collectively, “Data”). In exercising these rights, Georgia Power may disclose Data to its authorized employees, agents, contractors, subcontractors, vendors, consultants and other representatives. All Data accessed, collected, stored or used by Georgia Power in connection with the Program, and any compilations, reports, findings, conclusions, results, publications and derivative works of any kind, regardless of form, produced from or in connection with the Data or the Program, belong solely to Georgia Power, which has sole right, title and interest therein. Participant and Landlord, if applicable, irrevocably transfer to Georgia Power all right, title and interest it/they may have in such Data. Georgia Power has the sole, perpetual, interminable and worldwide right to compile, aggregate, use, publish, republish, transmit, distribute, disseminate and share the Data and derivative works created using the Data, in any form and manner of its choosing, without restriction.
4. Limitation of Warranty. Georgia Power and the Georgia Power Parties are not making, will not be providing, and specifically disclaim any and all representations, warranties, covenants and guaranties, whether expressed or implied, with respect to the Assessment, the Improvements and the Program. Participant assumes all risks, both known and

unknown, arising from or relating to the Assessment, the Improvements and the Program.

5. LIMITATION OF REMEDIES. WITHOUT LIMITING THE REQUIREMENTS OF SECTIONS 6 AND 7 BELOW, THE REMEDIES OF GEORGIA POWER, PARTICIPANT AND LANDLORD, IF APPLICABLE, UNDER THIS AGREEMENT AND IN CONNECTION WITH THE PROGRAM, TO THE EXTENT A COGNIZABLE CLAIM MAY ARISE, ARE LIMITED TO ACTUAL AND DIRECT DAMAGES, AND GEORGIA POWER, PARTICIPANT AND LANDLORD, IF APPLICABLE, WAIVE ANY RIGHT TO ANY OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION: (I) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE AND EXEMPLARY DAMAGES, AND (II) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE AND LOSS OF BUSINESS REPUTATION. THE LIMITATIONS OF REMEDIES IN THIS SECTION 5 WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.
6. LIMITATION OF LIABILITY AND WAIVER. PARTICIPANT AND LANDLORD, IF APPLICABLE, HEREBY RELEASE AND HOLD HARMLESS GEORGIA POWER, THE GEORGIA POWER PARTIES AND THEIR FORMER, EXISTING AND FUTURE AFFILIATED ENTITIES (INCLUDING SUBSIDIARIES, PARENT COMPANY(IES) AND THE SUBSIDIARIES OF SUCH PARENT), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, TRUSTEES, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, ATTORNEYS, INSURANCE CARRIERS, AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, INJURIES, PENALTIES, CLAIMS, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS AND EXPENSES OF ANY KIND (COLLECTIVELY, THE “CLAIMS”) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE ASSESSMENT, THE IMPROVEMENTS, THE PROPERTY, OR ACCESS TO OR THE COLLECTION, USE, STORAGE, RELEASE OR PUBLICATION OF DATA. FURTHERMORE, PARTICIPANT AND LANDLORD, IF APPLICABLE, COVENANT NOT TO SUE THE RELEASED PARTIES IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE ASSESSMENT, THE IMPROVEMENTS, THE PROPERTY, OR ACCESS TO OR THE COLLECTION, USE, STORAGE, RELEASE OR PUBLICATION OF DATA, AND WAIVE ALL RIGHTS, REGARDLESS OF WHEN ACCRUING, IN ALL CLAIMS RELATED THERETO. THE LIMITATIONS OF LIABILITY AND WAIVERS SET FORTH IN THIS SECTION 6 WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE RELEASED PARTIES’S TOTAL LIABILITY TO PARTICIPANT AND LANDLORD OR OTHERWISE UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF THE IMPROVEMENTS PROVIDED UNDER THIS AGREEMENT.
7. Indemnification. Participant and Landlord, if applicable, shall indemnify, hold harmless and defend the Released Parties from and against all Claims arising in connection with this Agreement, the Program, the Assessment, the Improvements, the Property, and access to and the collection, use, storage, release or publication of Data, including without limitation any Claims arising from a breach of warranty or representation, to the fullest extent permitted by law, and except to the extent of the Released Parties’ gross negligence or willful misconduct.

8. Participant Warranties and Representations. Each of Participant and Landlord, if applicable, warrant and represent that: (a) it has the authority to grant Georgia Power and the Georgia Power Parties all rights and licenses set forth in this Agreement; (b) prior to the Assessment and/or any Improvements, it has obtained or will obtain the permission of any other person or entity whose authorization is required to grant those rights and licenses, including, if Participant does not own the Property, the Landlord's consent through the execution of the Energy Assistance for Savings & Efficiency Program Landlord Consent Form, and if Participant does not reside at the Property, the consent of all residents whose premises will be affected by the Assessment or Improvements; and (c) the Property does not include any hazardous conditions as noted in the related Health and Safety Acknowledgement.

9. Contractors and Assessors. Participant and Landlord, if applicable, acknowledge and agree that any contractor, vendor or assessor providing an Assessment or any Improvement under the Program or this Agreement is an independent contractor and not an agent of or employed or controlled by Georgia Power, and Georgia Power is providing Participant and Landlord with access to and work from such contractor, vendor or assessor merely as a convenience to Participant and Landlord. Participant and Landlord, if applicable, also acknowledge and agree that Georgia Power is not responsible or liable for any such contractor, vendor or assessor or their acts or omissions.

10. Miscellaneous. Participant and Landlord, if applicable, shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement. This Agreement represents the entire agreement and understanding between the parties regarding the subject hereof. Any prior or contemporaneous written or oral communications between the parties regarding the subject hereof are superseded by this Agreement. This Agreement may be executed in original or electronic form, and an electronic form and signature will be considered an original for all purposes. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Georgia.

11. Termination. Notwithstanding any other term herein to the contrary, Georgia Power reserves the right to terminate this Agreement and/or the Program, in its sole discretion and without penalty, at any time and for any reason or no reason by providing written notice to Participant. If Georgia Power terminates this Agreement and/or the Program, it will have no further obligation under this Agreement and/or the Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement by signature of their own free will, agreeing to be bound by its terms as of the date set forth below.

Participant Name (Print)

Phone Number

Participant Signature

Date

Name of Person Signing if Participant is not an Individual

Property Address (where Improvements will be performed)

Please return via mail to: Georgia Power Energy Assistance for Savings & Efficiency Program

241 Ralph McGill Boulevard NE
BIN 10212
Atlanta, GA 30308-3374

OR Email to: easecustomerservice@southernco.com

Or Fax to: 1-877-768-9017

For additional questions, please call 1-877-310-5607 Monday – Friday 8:00 AM – 5:00 PM.