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BUSINESS SOLUTIONS: FY23 ELECTRIC TECHNOLOGY REBATE APPLICATION

Instructions: These Terms and Conditions may be signed and returned to the SRP Electric Technology Program to apply for various electric technology rebates. Please sign the last page and attach required documentation: all invoices or delivery receipts showing proof of purchase and the make, model, and serial number of the equipment. Failure to complete this form and provide documentation will result in your application being returned or denied. Rebates will be paid upon proof of invoice, delivery of equipment, and processing of application.

Please email completed application and supporting documentation to etechrebates@srpnet.com. For faster processing please apply online at srpetechrebates.com/etech.

TERMS AND CONDITIONS

Important: This form is to be read, signed, and submitted with the FY2023 Effective Period Rebate Application. Salt River Project offers the SRP Business Solutions Electric Technology Rebate Program (“ET Program”) to provide customers with rebates to facilitate the installation of qualifying equipment or electrical infrastructure. The following terms and conditions apply to the program:

1. SRP has contracted ICF, Inc. (“ICF”) to act as the Program Administrator and authorizes ICF to administer the Electric Technology rebate programs including such activities, but not limited to; review, processing, and approval of customer applications; pre and post inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing rebate checks.
2. Funds are limited, and ET Program applications are accepted on a first-come, first-served basis and must be submitted during the Effective Period. The FY22 ET Program is effective from May 1, 2022, to April 30, 2023 (“Effective Period”) and submitted no later than July 31, 2023.
3. SRP allows customers in good standing to participate in multiple programs subject to an annual rebate cap, which is the maximum rebate amount a customer is eligible to be paid for the program year. For the current Effective Period, the rebate cap is \$300,000 per customer for all SRP Business Solutions programs in aggregate; and limited to \$50,000 for the SRP Business Solutions Electric Technology Program. A customer is defined as a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of rebate caps, a customer who is the holder of multiple accounts or corporate accounts with a single SRP customer identification number will be considered a single customer.
4. Rebates pursuant to participation in the ET Program may result in taxable income to the Customer, even if Customer does not directly receive a payment. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to participation in the ET Program.



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5. The SRP Electric Technology program website describes the customer and equipment eligibility requirements, rebate information, and program participation process for customers participating in the ET Program. Customer must read and comply with the conditions outlined on this application and the current program website at <http://savewithsrpbiz.com> incorporated herein by reference.
6. Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider or Electrification Qualified Service Provider ("Customer Contractor") to complete the installation and implementation of any equipment or measures. SRP and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties of merchantability or fitness for a particular purpose.

Responsibility for delivery and workmanship related to any equipment or services the customer procures exclusively rests with the contractor or retailer selected by the customer. SRP and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer regarding the energy efficiency services or measures implemented under the ET Program.

7. Customer hereby authorizes and acknowledges that SRP may disclose Customer's information relating to a Customer Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program to ICF and Electric Technology Alliance Participants, as applicable, and any other third party utilized by SRP for the purposes of processing the Customer's Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, SRP, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.
8. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. All funds determined to have been acquired based on inaccurate or fraudulent information must be returned to SRP. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the ET Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
9. Notwithstanding anything in these Terms and Conditions to the contrary, in no event will SRP, ICF, or their agents, consultants or subcontractors be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Customer waives any claims it might have against SRP or ICF.
10. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the ET Program, including without limitation, the installation and maintenance of eligible equipment. Customer shall, at its own expense, obtain and maintain licenses and permits needed to install eligible equipment.



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Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations under these Terms and Conditions.

- 11. SRP and ICF reserves the right to inspect equipment associated with this application to verify compliance with these Program Terms. If SRP chooses to inspect equipment, SRP will contact the Customer to schedule the inspection. By signing and submitting the Rebate Application, the Customer agrees to provide SRP and its subcontractors with reasonable access to the installation site during normal business hours. Customer also consents to allow SRP or ICF access to their charging network for equipment rebated.
- 12. SRP, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, PCBs, or other toxic substances. Customer shall dispose of replaced equipment in accordance with local, state, or federal codes and regulations and cannot reinstall the equipment in another location.
- 13. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this promotion, and supersede all prior representations or understandings, whether written or oral. SRP shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. SRP reserves the right to change or cancel this promotion or its terms and conditions at any time.

SIGNATURE AND CERTIFICATION

I certify that the equipment described in this rebate application has been installed at the following service address indicated. I agree to the terms and conditions stated in this application.

SRP Service Location Customer Name

Please initial here _____ if you want the customer rebate reassigned to the following

Vendor/Company: _____

Signature **Name (Printed)** **Date**