

**REDWOOD COAST ENERGY AUTHORITY (RCEA)  
EQUIPMENT REBATE PROGRAM  
TERMS AND CONDITIONS**

1. **ELIGIBILITY:** Applicant's eligibility to participate in the RCEA Equipment Rebate Program ("Rebate Program") in accordance with this application is conditioned upon the following criteria:
  - a. Applicant is an existing RCEA Community Choice Energy customer with electric service at the equipment installation site.
  - b. Applicant's electric meter is charged the public purpose fund surcharge.
  - c. The equipment installation site is located in Humboldt County, California.
  - d. The equipment has been installed within 6 months from date listed on the purchase documentation and is fully functional.
  - e. The installed equipment is new and meets all eligibility requirements, as identified in the RCEA Equipment Rebate Catalog at [www.redwoodenergy.org/rcea-rebates](http://www.redwoodenergy.org/rcea-rebates) ("Rebate Catalog").
  - f. The application and all required supporting documentation has been submitted online, postmarked, or received by RCEA staff within 6 months of the date listed on the installation documentation.
2. **ENERGY SAVINGS AND EQUIPMENT LIFE:** Applicant understands that incentives are offered for the purpose of providing RCEA and/or the California Public Utilities Commission (CPUC) reduced energy consumption and/or associated emission reductions over the life of the equipment being installed. If any rebated equipment is removed, disabled, or otherwise discontinued to be used during the rated life of the equipment or within five years from receipt of rebate, whichever is less, the Applicant shall refund a prorated amount of the incentive received based on the percentage of equipment life for which the equipment was not in use.
3. **REBATE TERMS:** Applicant understands the rebate amount is determined by the amount listed on the Rebate Table on the date the application is received. Failure to submit a complete application may result in delay or rejection of a filed application. Complete applications must include all required application information, signature(s), copies of proof(s) of purchase and other required documentation for all equipment as referenced in this application. The rebate amount cannot exceed the purchase price of the equipment, nor can it include taxes or shipping costs. Additional information or documentation may be required for some rebates. Applicant shall repay the full amount of the rebate, together with penalty equal to up to 1.5 times the amount of the rebate to be imposed in RCEA's discretion, in the event RCEA determines at any time that (a) the equipment was never installed at the address identified in this application, (b) the rebate was procured through intentionally misrepresented facts, or (c) the rebate was fraudulently obtained. Service accounts at properties which RCEA staff and Board of Directors own or reside may not receive full rebate amounts.
4. **REBATE PAYMENTS:** Rebate payments will be made by check and will be issued within 30 business days following application approval. RCEA may request a completed and signed IRS Form W-9 before releasing the rebate payment.
5. **SITE ACCESS AND VERIFICATION:** Applicant will allow, if requested, a representative from RCEA, the CPUC, or any RCEA-authorized third party reasonable access to the property to verify the installed equipment. Applicant understands a rebate will not be issued if they refuse to allow verification, when required before rebate approval. The Applicant represents that they have legal control over the site and permission from the property owner, occupant, or named customer account holder, as applicable, to enter this agreement.
6. **INSTALLATION:** Equipment must be installed in compliance with all applicable federal, state, and local laws, and manufacturer's specifications, including installation contractor licensing requirements, as applicable.
7. **DOUBLE DIPPING:** Applicant may not apply for or receive incentives from any other CPUC-funded energy efficiency program for the equipment listed in this application. Equipment discounted by a CPUC-funded energy efficiency program at the point of sale is not eligible for rebates through this program.

- 8. CUSTOMER INFORMATION:** RCEA shall keep all Customer-specific account information confidential, including a) Customer account information and history, b) Customer contact information, and c) information collected during the Assessment about existing energy-related technologies at the Customer's site. Notwithstanding the foregoing, the CPUC shall be granted access to Customer information only as required and permitted by law or regulation. RCEA will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's advance written approval. By signing and submitting the Rebate Application, the applicant represents and warrants that they are the holder of the service account identified in the application, or an authorized representative thereof, and authorizes RCEA's use and disclosure of customer's name as a participant in this rebate program.
- 9. CPUC DISCLOSURE AND RIGHTS.** Rebate Program funding is made available under the auspices of the California Public Utilities Commission (CPUC), administered by RCEA, and may be subject to additional CPUC requirements. All Program information and any documentation related to this application or provided by Applicant as a result of this application will be made available to the CPUC upon request.
- 10. WARRANTY AND INDEMNIFICATION:** RCEA is not responsible for warranties on equipment purchased by customer. RCEA makes no representation or warranty, and assumes no liability with respect to quality, safety, operational capability, reliability, or any other aspect of design of the measures installed under the rebate program and expressly disclaims any such representation of warranty or liability. Customer agrees to indemnify RCEA against all loss, damages, costs, and liability arising from any claims related to any equipment installed and services performed during the installation or maintenance of the equipment. RCEA shall not be liable to Customer for any incidental, special, indirect, or consequential damages related to this agreement.
- 11. LIMITATIONS.** Funding is available on a first-come, first-served basis until depleted or Rebate Program end date of 06/30/2023. Rebate offerings and rebate amounts may change without notice. RCEA further reserves the right to change, modify, or terminate the rebate program at any time without liability. Submittal of an application does not guarantee receipt of a rebate. RCEA reserves the right, in its sole discretion, to determine the completeness of an application, to reject any application, to deny a rebate payment after approval to any applicant deemed by RCEA to be in violation of any term or condition of the Rebate Program, or to deny a rebate payment after approval to any applicant deemed by RCEA to have intentionally misrepresented information provided with the application. RCEA is not responsible for items lost or destroyed in transit through the mail or electronic medium. RCEA reserves the right to limit the number of products rebated.