## REDWOOD COAST ENERGY AUTHORITY (RCEA)

## **EQUIPMENT REBATE PROGRAM**

## TERMS AND CONDITIONS version 2/28/2024

- **1 ELIGIBILITY**: Eligibility to participate in the RCEA Equipment Rebate Program ("Rebate Program") pursuant to this application is conditioned upon the following criteria:
  - a. The Applicant is an existing RCEA Community Choice Energy customer with active electric service to the Service Agreement ID listed on the application.
  - b. The equipment listed under Equipment Information and on the Proof of Purchase ("Equipment") was installed at the Installation Site Address shown on the application. This Installation Site receives electric service from the Service Agreement ID listed on the application.
  - c. The Equipment was installed within 6 months from date listed on the Proof of Purchase and is fully operational.
  - d. The Equipment is new and meets all eligibility requirements, as identified in the RCEA Equipment Rebate Catalog at <a href="https://www.redwoodenergy.org/rcea-rebates">www.redwoodenergy.org/rcea-rebates</a> ("Rebate Catalog").
  - e. RCEA receives a Complete Application Package within 90 days of the Equipment installation date.
- 2 ENERGY SAVINGS AND EQUIPMENT LIFE: Applicant understands that incentives are offered for the purpose of providing RCEA and 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 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 APPLICATION:** Applications must be made using the form "Equipment Rebate Application" located at <a href="https://www.redwoodenergy.org/rcea-rebates">www.redwoodenergy.org/rcea-rebates</a>. Submissions using expired versions of the application form will be rejected. A complete application ("Complete Application Package") must include all required information, signature(s), copies of Proof(s) of Purchase, completed "Electrification Supplemental Questionnaire" form located at <a href="https://www.redwoodenergy.org/rcea-rebates">www.redwoodenergy.org/rcea-rebates</a> and supporting documentation (when replacing natural gas or propane equipment), and any additional information or documentation that may be required by RCEA. Applications must be signed by the Applicant. For residential accounts, the Applicant must be the person identified in the RCEA Account Name as it appears on the electric bill. For non-residential accounts, the Applicant must be a person duly authorized to contractually and financially bind the person or organization identified in the RCEA Account Name as it appears on the electric bill, and if requested must provide evidence of such authorization. Assignment of rebate payments to a third party may be made only by the Applicant. RCEA will make a determination in its sole discretion whether a submitted application is complete. Failure to submit a Complete Application Package may result in delay or rejection of a filed application.
- 4 PROOF OF PURCHASE: A copy of a paid invoice/receipt must be submitted to RCEA as Proof of Purchase. The invoice/receipt must show: the installed equipment manufacturer and model number, number of units, cost, purchase date, location of purchase, and installation address. Submission of invoices/receipts that don't meet all requirements will require Applicant to provide additional documentation as requested by RCEA. Neither quotes nor estimates are acceptable as Proof of Purchase. Submission of a contract without an invoice/receipt will require additional documentation of final equipment installed and final cost. Inability to meet Proof of Purchase requirements or provide additional documentation requested by RCEA will cause the application to be rejected.
- **SEBATE TERMS:** Applicant understands the rebate amount is determined by the amount listed in the Rebate Catalog at <a href="www.redwoodenergy.org/rcea-rebates">www.redwoodenergy.org/rcea-rebates</a> on the date RCEA deems submitted application to be a Complete Application Package. The rebate amount cannot exceed the purchase price of the Equipment, nor can it include taxes or shipping costs. 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 Installation Site Address identified in the application, (b) the installation site address identified in the application does not receive electric service from the Service Agreement ID listed in the application, (c) the rebate was procured through intentionally misrepresented facts, or (d) the rebate was fraudulently obtained.

- **REBATE PAYMENTS:** Rebate Payments will be sent to the Installation Site Address or the Mailing Address for Payment if different from Installation Site Address. Payments will be made payable to the RCEA Account Name unless the Applicant has assigned payment to a different party ("Payment Assignment"). Payment Assignment must be signed by Applicant. When Payment Assignment is executed, payment will be made to identified payee. Rebate payments will be made by check and will be issued within 60 business days following submission of a Complete Application Package as defined in section 3 above. RCEA reserves the right to request a completed and signed IRS Form W-9 before releasing the rebate payment.
- 7 SITE ACCESS AND VERIFICATION: Applicant will allow, if requested, a representative from RCEA, CPUC, or any RCEA/CPUC-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 or occupant, as applicable, to enter this agreement.
- **8 INSTALLATION:** Equipment must be installed in compliance with all applicable federal, state, and local laws, and manufacturer's specifications, including installation contractor licensing requirements and permitting requirements, as applicable.
- **9 CUSTOMER INFORMATION:** RCEA shall keep all provided information confidential, including a) account information, b) contact information, and c) information submitted to Rebate Program. Notwithstanding the foregoing, the CPUC shall be granted access to provided information only as required and permitted by law or regulation. RCEA will not use the name or identifying characteristics of Applicant in advertising sales promotion or other publicity without Applicant's advance written approval.
- **10 FUNDING:** Rebate Program funding is provided by RCEA Community Choice Energy customers and administered by RCEA.
- 11 WARRANTY AND INDEMNIFICATION: RCEA is not responsible for warranties on equipment purchased. 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. Applicant 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 Applicant for any incidental, special, indirect, or consequential damages related to this agreement.
- 12 LIMITATIONS: Funding is available on a first-come, first-served basis until depleted. 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. Applications without a completed Electrification Supplemental Questionnaire form and supporting documentation are not eligible for Equipment Electrification Rebates. 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. Equipment Rebates and Heat Pump Rebates combined cannot exceed \$3000 for residential customers or \$5000 for commercial customers in any calendar year for the same site address.

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