



## Terms & Conditions and Acceptance of Terms

Pacific Power sponsors a variety of programs providing incentives for the installation of energy-saving products or services ("Program"). These Terms and Conditions set forth the participation requirements for customers applying for incentives through the Program. By signing below, the customer named in the Program Application ("Customer") is agreeing to comply with and be bound by these terms.

**Program Administrator:** The Program is sponsored by Pacific Power and administered by Nexant, Inc. ("Program Administrator"). Pacific Power has authorized the Program Administrator to conduct such activities, including, but not limited to, review, processing, and approval of incentives and Customer applications and agreements; inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing incentive checks.

**Trade Allies:** As a convenience to customers, Pacific Power provides a list of contractors, distributors, manufacturers, and other organizations ("Trade Allies") who may assist customers participating in Pacific Power programs. In some cases, a Program may require Customer to engage a qualified Trade Ally in order to qualify for incentives offered by the Program. Customer acknowledges that Pacific Power, Program Administrator, and the Trade Allies are independent contractors with respect to the Program, and that Trade Allies are not authorized to make representations or incur obligations on behalf of Pacific Power or Program Administrator. Participation as a Trade Ally does not constitute an endorsement by Pacific Power or Program Administrator, nor does it certify or guarantee the quality of work performed. The list of Trade Allies is available at [pacificpower.net/ca-tradeallies](http://pacificpower.net/ca-tradeallies). Customer is responsible for payments to Trade Allies.

**Program Funding:** Program funds are limited and incentives are subject to funding availability. Applications are accepted on a first-come, first-served basis until the conclusion of the Program term, or until Program funds are no longer available, whichever occurs first. Incentives are subject to tariff approval and may change with 45 days of notice. Pacific Power reserves the right to change or cancel the Program or its terms and conditions at any time. Please reference the Program website at [pacificpower.net/hes](http://pacificpower.net/hes) to determine the current status of incentive availability and view the most current version of the Program terms.

**Eligibility:** This Program is available to residential electric customers residing in the state of California who purchase their electricity from Pacific Power on rate schedules D, DL-6, DS-8, DM-9 or NEM-35. Landlords who own rental properties served by Pacific Power in the state of California where the tenant is billed on rate schedules D, DL-6, DS-8, DM-9 or NEM-35 may also qualify for this Program. Incentive checks will be issued in the name of the qualifying account holder. If a tenant, Customer is responsible for obtaining the property owner's permission to install the energy efficiency services or measures implemented. Customer's signature on the Application indicates that Applicant has obtained such permission. Equipment must meet the eligibility requirements specified in the Instructions section of the Application.

**Program Participation Steps:** To be considered for incentives offered by the Program, Customer must submit a fully completed and signed Application including all required documentation specified in compliance with the Program participation steps outlined in the Instructions section of the Application. Product specific documentation required to be submitted with the Application and specific instructions for completing the Application related to the qualifying product or service are outlined in the Instructions section of the Application. Applications must be postmarked within 90 days of completion of the qualifying product purchase or service completion. As part of the Application review process, Pacific Power or Program Administrator may request additional documentation and conduct any site inspection activities necessary to confirm eligibility, installation and operability of measures. Failure to provide or complete any of the requested information or Program requirements may result in the return of the Application and denial of incentives.

**Program Incentive:** The Program offers incentives for the installation of eligible measures. Customer understands that submission of an application, even if correct and complete, does not guarantee payment of incentives. Payment of the incentive amount is based on Pacific Power's approval of installed measures and Customer meeting all eligibility and Program requirements. Eligible equipment receiving incentives under the Program are not eligible for purchase and installation incentives or credits under any other Pacific Power programs. Please allow up to forty-five (45) days to receive your incentive payment after final approval of project documentation.

**Tax Liability:** Customer acknowledges that receipt of any incentive pursuant to the Program may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of incentives provided pursuant to the Program. Neither Pacific Power nor its Program Administrator is responsible for any tax liability which may be imposed on the Applicant as a result of any incentive payment. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

**Use of Environmental Attributes:** Customer may not use or report on Environmental Attributes associated with installation of qualifying equipment or its operation that in any way would compromise the ability of Pacific Power to utilize the project energy savings for regulatory reporting purposes. Customer may claim that it is facilitating the production of the Environmental Attributes attributable to the qualifying equipment as long as (and at the same time) Customer states the installation of the qualifying equipment was made possible with funding from Pacific Power. Environmental Attributes means any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by Customer generating facilities through reduced generation of energy or other savings or offsets on account of the energy efficiency project(s).

**Customer Information:** Customer authorizes and acknowledges that Pacific Power may duplicate, disseminate, release and disclose Customer's information relating to a Program application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information and billing data, energy usage, and tax identification numbers to Program Administrator and Trade Allies, as applicable, and any other third party utilized by Pacific Power for the purposes of processing the Customer Application, to confirm eligibility, to verify product installation or service implementation, operation and results, to issue payment on behalf of the Program, to monitor compliance with Program Terms and Conditions; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, Pacific Power and its subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

**Project Installations:** Neither Pacific Power nor its Program Administrator are responsible for the proper installation or performance of the energy efficiency services or measures implemented and are not responsible for any claims the Customer might have against the manufacturer, the retailer or the installer with regard to the energy efficiency services or measures implemented. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a third party service provider or Trade Ally to complete the installation of and implementation of any equipment or measures. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with that contractor or retailer.

**Fraud:** 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. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Pacific Power. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the 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.

**No Warranties:** Pacific Power and Program Administrator do not make any, and both Pacific Power and Program Administrator expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy or cost savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. PACIFIC POWER AND PROGRAM ADMINISTRATOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Indemnification:** Customer shall defend, protect, indemnify and hold harmless Pacific Power, Program Administrator and their respective directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or related in any way to, directly or indirectly, Customer's participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party member against Claims adjudicated to have been caused by their sole negligence or willful misconduct.

**Limitation of Liability:** To the fullest extent allowed by law, Pacific Power and Program Administrator's total liability, regardless of the number of claims, is limited to the amount of the incentive payment approved in accordance with Program requirements, and Pacific Power, Program Administrator and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, Pacific Power, Program Administrator, and their respective directors, officers, employees and/or agents shall not be liable for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind arising from or relating to the Program or these Terms and Conditions.

**Compliance with Law:** Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the 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. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations.

## Terms & Conditions and Acceptance of Terms (Continued)

**Toxic Materials:** Pacific Power and Program Administrator, 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.

**Governing Law/Jury Trial:** The laws of the state of California govern all matters arising under or relating to this Agreement without regard to conflicts of laws principles. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, INTENTIONALLY, PERMANENTLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP ARISING FROM THE AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**Program Changes:** Pacific Power reserves the right to change or cancel the Program or its terms and conditions at any time without notice. Preapproved applications, for which a customer has completed the required Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by Pacific Power. Please reference the Program website at [pacificpower.net](http://pacificpower.net) to determine the current status of incentive availability and view the most current version of the Program terms.

**Entire Agreement:** The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms and conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral.

## Signatures

If you are a California resident, you have specific rights related to your personal information under the California Consumer Privacy Act. For more information, please request a copy of our privacy policy or find it on our website at [pacificpower.net/privacy](http://pacificpower.net/privacy).

By signing below, the Customer Representative and Trade Ally certify that:

1. I have read, understand, and agree to be bound by and comply with the Program Terms and Conditions;
2. The information provided as part of the Application is true and correct. The product or service implemented meets the eligibility requirements for the incentive for which I am applying;
3. The product or service has been installed by a Trade Ally at the Customer address provided above in compliance with approved specifications and Program requirements. The installation has also been accepted by Customer;
4. If I have acquired an incentive payment on the basis of an inaccurate or fraudulent application or if I mistakenly receive an amount greater than I was authorized to receive, a refund will be issued to Pacific Power;
5. By providing Pacific Power with my e-mail address, I agree that Pacific Power may send the Customer e-mails regarding "breaking news" alerts, promotions and updates from Pacific Power's Home Energy Savings program. Pacific Power's privacy policy is available at [pacificpower.net/privacy](http://pacificpower.net/privacy).
6. If signing on behalf of a business entity, I am authorized to sign on behalf of such entity.

Customer Representative Printed Name	Signature	Title	Date
Trade Ally Representative Printed Name	Signature	Title	Date

**Remember to enclose your receipt(s).**

## Resources

Get your incentive faster! Apply online: [pacificpower.net/apply](http://pacificpower.net/apply)

Get help locating your product's model number: [wattsmartsavings.net/california-residential/contact-us-ca/](http://wattsmartsavings.net/california-residential/contact-us-ca/)

Get your Pacific Power account number: [pacificpower.net](http://pacificpower.net) or 1-855-805-7231

IRS W-9 Forms (for business and non-individual customers receiving incentives): [irs.gov/pub/irs-pdf/fw9.pdf](http://irs.gov/pub/irs-pdf/fw9.pdf)

Third Party Payment Addendum (for homeowners who are not listed on the utility account and who are applying for incentives): [wattsmartsavings.net/ca\\_third\\_party\\_payment\\_addendum.pdf](http://wattsmartsavings.net/ca_third_party_payment_addendum.pdf)

**Incentive status:** Please allow six weeks plus mail service time for delivery. Track your incentive status at [wattsmartsavings.net/california-residential/contact-us-ca/](http://wattsmartsavings.net/california-residential/contact-us-ca/). You can also reach us at [pacificpower@wattsmartsavings.net](mailto:pacificpower@wattsmartsavings.net) or 1-855-805-7231, M-F, 8 a.m. to 5 p.m. (PST).

**Submit complete applications, receipts, and other required documentation to:**

[pacificpower@wattsmartsavings.net](mailto:pacificpower@wattsmartsavings.net)  
Subject: CA Evaporative Cooler Application

or mail:

Home Energy Savings  
818 SW 3rd Ave #221-8434  
Portland, OR 97204-2405