

REBATES TERMS & CONDITIONS



1. In order to receive the rebate(s), Participant responsibilities are:
 - a. Identify Project and contact EnergySmart Advisor.
 - b. Obtain Project Bid from a contractor identifying existing equipment/fixtures and equipment/fixtures to be installed.
 - c. Purchase and install eligible equipment.
 - d. Work with EnergySmart Advisor to submit Rebate Application after installation of eligible equipment. Application must include itemized and dated invoice.
2. Rebates will be awarded for **energy efficiency projects** completed between January 1, 2018 and December 31, 2018, or until all rebate funds are awarded. All supporting documentation required to complete the rebate application must be submitted to EnergySmart/Boulder County on or before December 31, 2018.
3. Rebates will be awarded for **renewable energy projects** completed between January 1, 2018 and October 31, 2018, or until all rebate funds are awarded. All supporting documentation required to complete the rebate application must be submitted to EnergySmart/Boulder County on or before October 31, 2018.
4. By applying for this rebate, the Participant is not guaranteed a rebate. Participants must demonstrate that the business, facility and installed equipment meet all eligibility criteria in order to qualify for a rebate.
5. Participants may utilize the Rebate Reservation process to hold rebate funds for a specific project for a pre-specified period of time. The reserved rebate funds will be awarded so long as the project is completed and the necessary supporting documentation for the rebate application is submitted on or before the Rebate Reservation expiration date; and so long as all other rebate eligibility requirements are satisfied. Rebate Reservations will be secured on a first-come, first-served basis. All other rebate funds will be awarded on a first-come, first-served basis.
6. EnergySmart/Boulder County may award additional rebate dollars, above designated caps, to a particular parcel if it is determined, within the sole discretion of EnergySmart/Boulder County, that more funding is merited for a particular parcel. The term "parcel" shall refer to an individual unit of real property as designated by the Boulder County Assessor.
7. The simple payback period for the project, as determined by EnergySmart/Boulder County, must be greater than one year.
8. The rebate recipient affirms that the rebated equipment will remain in operation for at least two years. EnergySmart/Boulder County will pursue the return of rebate funds for any rebated equipment found to have been removed prior to two years of service.
9. EnergySmart/Boulder County reserves the right to limit the total amount of rebate dollars awarded to an individual business or parcel. Factors determining such limits may include, but are not limited to, the greenhouse reductions resulting from the project, available rebate funds, total project costs, other incentive for which the project may be eligible, and the potential rebate amount relative to past rebates awarded to other businesses. Any rebate limits will be identified at time of the rebate reservation.
10. It is the Participant's responsibility to select and schedule a contractor to perform the work, and payment of such contractor's invoice is the sole responsibility of the Participant, and not that of Boulder County or its representatives.
11. Participant hereby acknowledges that the EnergySmart/Boulder County makes no representations or warranties for materials provided by or work performed by Participant's contractors, vendors, consultants, or Participant's own employees as applicable to measures installed.
12. Boulder County retains the right to visit and inspect the Participant's property for the purpose of verifying equipment installation and deemed savings for which this Application is submitted. Participant agrees to authorize Boulder County to access the property to perform such inspections.
13. **The Participant shall comply with all applicable federal, state, and local regulations, requirements, ordinances, and statutes.**
14. Participant agrees to ensure that potentially hazardous or regulated wastes (e.g., PCB-containing ballasts, fluorescent lamps, high-intensity discharge lamps, etc.) are handled and disposed of in compliance with applicable federal, state, and local laws and regulations and shall be discarded in accordance with Boulder County's EnergySmart Waste Management Plan. Participant will give permission for its local utility company to provide energy data to Boulder County by signing a separate waiver.
15. Participant acknowledges that it may be required to complete an IRS Form W-9, or otherwise provide its business taxpayer identification number, for Boulder County financial reporting purposes.
16. The participant certifies that it is not a Governmental Entity. The term "Governmental Entity" shall refer to any branch or department of the Federal Government, the State of Colorado and its political subdivisions, any county, city, town, township, or district.

PARTICIPANT SIGNATURE

(Property or Business Owner)

By signing below, I agree that I have read, understood, agree and possess the authority to agree to these terms and conditions on behalf of the Participant.

Signature

Printed Name

Title

Date

PAYEE

Please designate to whom the rebate check should be made payable and to where the check should be sent.

Payee

Address 1

Address 2

City

State

Zip Code

For questions regarding the EnergySmart service or rebate eligibility, call 303-441-1300.