

Terms and Conditions

How to participate:

Typical incentives:

1. Pre-qualification is highly recommended, but not required.
2. Purchase and install qualifying equipment.
3. Complete general application, technology specific supplemental equipment form(s), and [IRS Form W-9](#).
4. Submit application and all required supplemental forms as directed on supplemental form(s).

Lighting retrofit incentives:

1. Pre-qualification is required prior to equipment purchase. Submit general application and [IRS Form W-9](#) to your assigned Project Manager or a [wattsmart Business Vendor](#).
2. Participate in inspections prior to installation or removal of any equipment.
3. Incentive offer letter will be provided to eligible participants. Return signed incentive offer letter within the required time.
4. Complete project and notify your assigned Project Manager or [wattsmart Business Vendor](#).
5. Provide all required documentation and participate in any required inspections.

Custom and energy management incentives:

1. Pre-qualification is required prior to equipment purchase/project implementation. Submit general application and [IRS Form W-9](#).
2. Participate in project scoping meeting(s), inspections and engineering analysis(s) prior to installation or removal of equipment. Provide additional supplemental applications or information as needed.
3. Incentive offer(s) will be provided to eligible participants. Return signed incentive offer within the required time.
4. Complete project and provide completion notification to your assigned Project Manager.
5. Provide all required documentation and participate in any required inspections.

Incentive assignment to third party: In the event that Rocky Mountain Power does not pay the incentive as a result of the participant's failure to comply with the terms and conditions, the assignee's sole recourse shall be against participant.

Inspections and analysis: Participant agrees to cooperate with Rocky Mountain Power and its consultants to conduct energy analysis and inspections at the participant's site. Rocky Mountain Power reserves the right to inspect qualifying equipment/energy management measures, which may include a telephone survey, site visit, and/or the installation of temporary monitoring equipment at any time up to 36 months after installation for quality control or program performance evaluations.

Tax liability: Neither Rocky Mountain Power nor its Program Administrator is providing tax advice or responsible for any tax liability which may be imposed on the participant as a result of any incentive payment. Participant may be responsible for the tax reporting to the IRS of any incentive payments directed to third parties.

Incentive limitations & limitation of damages: Participants may not receive custom incentives in lieu of typical (listed) incentives. Participants are responsible for ensuring that equipment installed for this program meets all applicable codes, standards, environmental regulations and regulatory requirements. Rocky Mountain Power does not warrant the performance of qualifying installed equipment/energy management measures and does not warrant that the qualifying installed equipment/energy management measures will deliver any specified amount of energy or cost savings. Participant shall independently evaluate any advice or direction given by Rocky Mountain Power or its consultants related to the estimates of electricity savings or the cost, selection or

installation of qualifying equipment/energy management measures. In no event will Rocky Mountain Power or its consultants be liable for the failure of the participant to achieve its expected amount of energy savings, for any personal injury or harm to participant's facilities of any kind, or for any incidental or consequential damages of any kind including hazardous material identification in connection with installation or inspection of qualifying equipment and energy management measures. Rocky Mountain Power is not responsible if a third party provides inaccurate information about the amount and/or conditions of the actual incentive and Rocky Mountain Power will not pay incentives for equipment that is mislabeled or misrepresented by third parties regarding incentive qualifications.

Incentive offer: The incentive offer is an estimate. The final incentive will be based on actual electric savings and approved actual project costs incurred by the participant for implemented approved energy efficiency measures. Participant agrees to provide any reasonable documentation to allow Rocky Mountain Power to determine electric savings and actual costs incurred. To the extent that Rocky Mountain Power determines (at its sole discretion) that any of the recommended measures have not been installed and commissioned in a satisfactory manner, participant shall receive a reduced incentive, if any, based on the inspection and verification of installed and commissioned measures.

Incentive repayment obligation: If Participant terminates a material portion of its electric service requirements from Rocky Mountain Power for Participant's Facility within 60 months of the date of the final incentive payment, and the Facility remains in operation, Participant is obligated to repay the final incentive to Rocky Mountain Power within 30 days of written request. The repayment ("Repayment") will be determined as follows: $\text{Repayment} = \text{final incentive} \times (60 - \text{Savings Delivery Term}) / 60$, where Savings Delivery Term = number of months between the month the Final Incentive payment was made and the month the Facility terminated a material portion of its electric service. For determining the repayment, the dates will be the first day of the month in which they occur.

Transfer of environmental attributes: Participant hereby transfers to Rocky Mountain Power all "Environmental Attributes" attributable to the installation of the qualifying equipment or its operation. Environmental Attributes include 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 the company's generating facilities, through reduced generation of energy or other savings or offsets on account of the qualifying equipment. Participant will not claim ownership of any Environmental Attributes. As long as participant at the same time states the installation of the qualifying equipment was made possible with funding from Rocky Mountain Power, participant may claim that it is facilitating the production of the Environmental Attributes attributable to the qualifying equipment.

Additional details: Incentive qualifications and amounts are subject to change and termination at any time. Visit the program's website or contact a wattsmart Business Vendor or Rocky Mountain Power for current program information.

Confidential information: Confidential information provided to Rocky Mountain Power or consultants shall not be disclosed to any third party. Confidential information shall mean data disclosed during the course of the energy analysis, and identified by the participant in writing as confidential. The obligation to protect confidential information will remain in force for two (2) years from the date the energy analysis is performed.

Return to: Rocky Mountain Power, Demand Side Management, 1407 West North Temple, Room 330, Salt Lake City, UT 84116
Fax: 801-220-3004 wattsmartbusiness@rockymountainpower.net