

# Standard Terms and Conditions, 2019



Rebates are available on a first-come, first-serve basis. All rebate payments for approved applications are subject to the availability of program funds. This application is only valid for purchases made between January 1, 2019 and December 31, 2019. Please allow 2-4 weeks to receive your rebate in the form of a utility bill credit from the time your **completed** application is received by Bay City Electric Light & Power.

**APPLICATION:** The application and any required documentation, including a copy of the original sales receipt, must be filled out completely, truthfully and accurately. Incomplete applications will result in a delayed or denied rebate. Customers are advised to retain a copy of this application and any documentation submitted to Bay City Electric Light & Power under this program. Bay City Electric Light & Power (BCELP) will not be responsible for lost documentation pertaining to this application request. Details of this program, including rebate levels, are subject to change or cancellation without prior notice. **Rebate applications are only valid for purchases made between January 1, 2019 and December 31, 2019. All applications must be submitted to the program office or postmarked by December 31, 2019. Purchases made between December 23, 2019 and December 31, 2019 - determined by the invoice/receipt date - must be submitted to the program office or postmarked by January 8, 2020.**

**ELIGIBILITY:** This offer is only valid for Bay City Electric Light & Power residential customers. Equipment must be installed in BCELP service territory. Only **new** appliances and products which meet the equipment specifications listed are eligible for rebates. Any custom rebate applications for products not specified on the rebate forms may be eligible for a custom rebate and will be paid at a specified value per kWh saved. The offering of custom rebates will be determined at the sole discretion of BCELP.

**LIMITATIONS:** BCELP reserves the right to not pay this rebate if funds are not available at the time of application approval, or if the form and all required documentation are not filled out completely and accurately. Rebate must not exceed the purchase price.

**REQUIRED DOCUMENTATION:** Please see specific application for required documentation. The application must be filled out completely for application to be considered. An in home inspection may be required for verification.

**PAYMENT:** Please allow up to 2-4 weeks for payment. Payment processing may take longer if information is missing on the application.

**TAX LIABILITY:** BCELP will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of rebates. Please contact your tax advisor for more information.

**INFORMATION RELEASE:** Customer agrees that BCELP may include customer's name, address, BCELP account number, BCELP services and resulting energy savings ("Information") in a database hosted by a contractor of BCELP and such Information may be included in reports or other documentation submitted to BCELP and/or the Michigan Public Service Commission ("Reports"). BCELP will treat such Information as confidential, to the extent permitted by law, and the Information in the Reports shall only be in the aggregate.

**NO ENDORSEMENT:** BCELP does not endorse any particular retailer, manufacturer, product or system design in promoting this program.

**RELEASE/INDEMNIFICATION:** Payment of rebates under the Program and/ or evaluation of applications for rebates shall not deem the City of Bay City or BCELP or any of their officers, employees or agents (together "BCELP Parties") to be responsible for any work completed in connection herewith. Applicant fully releases BCELP Parties from any and all claims it may have against BCELP Parties in connection with this Application, the rebates or the work performed in connection with them. In addition, applicant agrees to defend, indemnify and hold BCELP Parties harmless from and against any and all claims, losses, demands or lawsuits by any third parties arising in connection with this application, the payment or non-payment of rebates, or any work performed in connection with them.

**LIMITATION OF LIABILITY:** BCELP parties total liability is limited to the amount of the rebate payment specified in this application. In no event will BCELP be liable whether in contract, tort (including negligence), strict liability, warranty or otherwise for special, incidental or consequential damages connected with or resulting from participation in this program.

**DISCLAIMER:** Neither BCELP nor any of its affiliates guarantees the energy savings or makes any warranties associated with the measures eligible for rebates under this program. BCELP has no obligations regarding, and does not endorse or guarantee, any claims, promises, work or equipment made, performed or furnished by any manufacturer that sells or installs any energy efficiency measures. BCELP makes no warranties or representations of any kind, whether statutory, express or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding the product provided by a manufacturer or vendor. Contact the manufacturer for details regarding equipment performance and warranties. BCELP has no obligation to make any rebate described herein unless certain minimum requirements of the program have been met and funds allocated for such rebates are available for distribution.

**PROPERTY RIGHTS:** Customer represents that customer has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord's consent has been obtained.

**CUSTOMER'S CERTIFICATION:** Customer certifies that he/she has purchased and will install the equipment listed in this application at the defined location. Customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed.

**PROOF OF PURCHASE:** A copy of the original sales receipt itemizing the purchased equipment must accompany the Application.

