

MULTIFAMILY SOLUTIONS PROGRAM

TERMS AND CONDITIONS



Delivering water and power®

Important: The terms and conditions are to be read by the SRP customer, and the Customer Acceptance section signed, and submitted with the Application.

Salt River Project offers the SRP Multifamily Solutions Program ("Program") to provide customers with rebates to facilitate the installation of qualifying energy efficient equipment and access to direct installation of energy conservation measures. The following terms and conditions apply to the program:

1. SRP has contracted ICF to act as the Program Administrator and authorizes ICF to administer the SRP Program including such activities, but not limited to; review, processing, and approval of customer applications; pre and post inspections of customer facilities and project information requests from customer; direct installation of energy conservation measures to include but not limited to LED bulbs and low flow water devices and measurement and verification activities.
2. Program funding is limited and Program applications are accepted on a first-come, first-served basis. The FY23 Program is effective from May 1, 2022, through April 30, 2023 ("Effective Period").
3. SRP allows customers to participate in multiple programs subject to an annual rebate cap, which is the maximum rebate amount a customer is eligible to be paid for the program year. For FY23, the rebate cap is \$300,000 per customer for all SRP Business Solutions programs in aggregate. A customer is defined as a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of rebate caps, a customer who is the holder of multiple accounts or corporate accounts with a single SRP customer identification number will be considered a single customer.
4. To qualify for rebates through the SRP Multifamily Solutions Program and as a "Customer" herein, the participant must:
 - a. Be a current SRP electric customer.
 - b. Submit a completed Application and any supplemental documentation that may be requested to verify energy-efficiency measures.
 - c. Install qualifying equipment as specified in this Application and/or as instructed by SRP.
 - d. Abide by the program rules and eligibility requirements in effect at the date of equipment installation.
5. Failure to provide any of the required information, including signatures, forms, or other requested documentation, will result in the return of the Application.
6. Qualifying equipment received under the Program will not receive purchase and installation rebates or credits under any other SRP programs.
7. NO WARRANTIES; LIMITATION OF LIABILITY. SRP AND ICF MAKE NO REPRESENTATIONS AND PROVIDE NO WARRANTY OR GUARANTY (EXPRESS OR IMPLIED) WITH RESPECT TO THE DESIGN, MANUFACTURE, INSTALLATION, SAFETY, USE, PERFORMANCE, OR EFFECTIVENESS OF ANY EV CHARGER PORT OR RELATED EQUIPMENT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. SRP and ICF shall not be liable for any statement, representation, promise, inducement, or understanding of any kind that is not expressly set forth in these Program

Terms and Conditions. SRP and ICF provide no warranties regarding safety, health or wellbeing. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the contractor or retailer selected by the Customer. SRP and ICF assume no responsibility for oversight of contractor services. SRP and ICF shall have no liability for or in connection with any equipment installed by, or for any act or omission of, any other entity or individual, including, without limitation, any equipment manufacturer, electrician, technician or other service provider.

8. All equipment rebated via the program must be installed by one of the following:
 - a. SRP Trade Ally
 - b. Sub-contractor working under the direction of a Trade Ally
 - c. Qualified property management company maintenance staff member

An unqualified Property Management Company staff member, Property Owner, or Individual tenants are not permitted to perform any equipment installations.

As a convenience to Customers, SRP provides a list of contractors, distributors, manufacturers, and other organizations ("Trade Allies") who may assist Customers with SRP programs. Customer acknowledges that 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 SRP or ICF without prior approval. Participation in the Program as a Trade Ally does not constitute an endorsement by SRP or ICF, nor does it certify or guarantee the quality of work performed.

9. SRP reserves the right to inspect the installed equipment for compliance with the program requirements. Inspection may be conducted by SRP or ICF and may include a telephone survey, site visit, and/or the installation of temporary monitoring equipment at any time up to two years after installation for quality control. Within 14 days of the request, Customer shall allow SRP and ICF reasonable access to and egress from the installation site during normal business hours, and make available at least one person familiar with the facility and measures installed. If selected for inspection, the rebate will be withheld pending outcome of the inspection. If the equipment is found to be in compliance with the program requirements, the rebate will be paid. If the equipment is not in compliance, the Customer will be notified.
10. Customer hereby authorizes and acknowledges that SRP and ICF may disclose Customer's information relating to a Customer Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program to Trade Allies, as applicable, and any other third party utilized by SRP or ICF for the purposes of processing the Customer's Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, SRP, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.
11. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information is subject to criminal and civil penalties, as applicable. Any Customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. 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.
12. Notwithstanding anything in these Terms and Conditions to the contrary, in no event will SRP, ICF, or their agents, consultants or subcontractors be liable hereunder for any type of damages,

whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Customer waives any claims it might have against SRP or ICF.

13. Customer shall defend, protect, indemnify and hold harmless SRP, ICF and their respective parent company, subsidiaries, board members, employees, subcontractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, costs, expenses, attorney's fees, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("Claims") arising out of or incident to, 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 an Indemnified Party's gross negligence or willful misconduct.
14. 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 under these Terms and Conditions and may result in removal from the Program.
15. SRP, ICF, 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. Customer shall dispose of replaced equipment in accordance with local, state, or federal codes and regulations and cannot reinstall the equipment in another location.
16. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this promotion, and supersede all prior representations or understandings, whether written or oral. SRP and ICF shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. SRP reserves the right to change or cancel this promotion or its terms and conditions at any time.

CUSTOMER ACCEPTANCE

By signing below, I certify that:

1. As the Customer Representative, I have the authority to bind the Customer to the terms of this Terms and Conditions:
2. I have read, understand, and agree to be bound by and comply with the terms set forth herein.
3. All information provided by Customer in the SRP FY23 Multifamily Solutions Program Application, including attachments, is accurate and complete and I will notify SRP and ICF immediately of any changes to the information.

Signature

Name (Printed)

Date

APPLICATION CHECKLIST

- Did you read and understand the eligibility requirements of the Program?
- Did you attach any additional documentation requested by SRP?
- Did you include your Master Meter or Commercial SRP account number?
- Did you sign the Terms and Conditions Form?
- Will you be able to provide access to the tenants for the scheduled site walks and installation?

Important: Please allow 14 days for application review following submittal of a complete application and any additional documentation requested by SRP.

SUBMIT

Mail, email or fax application and receipt to:

Email: multifamily@srpnet.com

Fax: (623) 337-9236

Online: srpnet.com/multifamily

Mail: SRP Multifamily Solutions Program
2151 E. Broadway Road
Suite 202
Tempe, AZ 85282

For more information about the SRP Multifamily Solutions Program or other SRP programs please contact us at

(602) 236-3065 or at multifamily@srpnet.com.