



Commercial Building Efficiency Program Performance Based Incentive Application

By signing this Performance Based Incentive Application ("Application"), the Account Holder ("Participant") affirms the accuracy of the information provided and agrees to the terms and conditions listed and all applicable program rules of the Commercial Building Efficiency Program ("CBEP") and Colorado Springs Utilities' ("Utilities") Tariffs and Utilities Rules and Regulations, all as amended from time to time.

PARTICIPANT INFORMATION

Participant Name: _____ Account #: _____
(As it appears on Utility Bill if applicable) (On Utility Bill if applicable)

Installation Address: _____ City: _____ State: CO Zip Code: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____
(If different from installation address)

Participant Contact: _____ Email: _____ Phone: _____

IN THE SPACE BELOW LIST THE RECOMMENDED MEASURES TO BE INSTALLED

Measure Description: _____

Increase/Reduction Peak kW: _____ kWh: _____ CCF: _____

Estimated Measure Cost: _____ Estimated Yearly Savings: _____ Simple ROI: _____

Measure Description: _____

Increase/Reduction Peak kW: _____ kWh: _____ CCF: _____

Estimated Measure Cost: _____ Estimated Yearly Savings: _____ Simple ROI: _____

Measure Description: _____

Increase/Reduction Peak kW: _____ kWh: _____ CCF: _____

Estimated Measure Cost: _____ Estimated Yearly Savings: _____ Simple ROI: _____

Measure Description: _____

Increase/Reduction Peak kW: _____ kWh: _____ CCF: _____

Estimated Measure Cost: _____ Estimated Yearly Savings: _____ Simple ROI: _____

Measure Description: _____

Increase/Reduction Peak kW: _____ kWh: _____ CCF: _____

Estimated Measure Cost: _____ Estimated Yearly Savings: _____ Simple ROI: _____

Please attach supporting documents including final EDA/RCx report to substantiate savings and cost estimates.

TERMS AND CONDITIONS

- INCENTIVE OFFER:** This application covers recommendations resulting from Energy Design Assistance (EDA)/Retro-Commissioning (RCx) services provided under the Commercial Building Efficiency Program (CBEP). The incentive offer is not retroactive for products purchased or installed prior to issuance of the final audit report for RCx or the 65% design milestone for EDA.
- ELIGIBILITY:** Incentives are available to active Utilities' commercial and industrial natural gas and/or electric Participants for the purchase and installation of qualifying CBEP energy savings or beneficial electrification measures. Incentives are offered on a first-come, first-serve basis and are subject to project and Participant eligibility and availability of funds.
- APPROVAL AND VERIFICATION:** Pre-approval from Utilities will be required on all measures. Measures must be installed within 18 months of receipt of the final audit report (RCx) or the issuance of the Certificate of Occupancy (EDA). Utilities reserves the right to verify sales transactions and to have reasonable access to Participant's facility to inspect the installed energy saving measures prior to issuing rebates. Utilities is not obligated to pre-approve any application for an incentive that may result in Utilities exceeding its Program budget. Utilities reserves the right to cap the incentive paid to any one account holder.

4. **SUBMISSION OF APPLICATION:** This application must have complete information and include the CBEP service providers report/recommendations. The party receiving the incentive payment (Participant or Participant's Contractor) must complete IRS Form W-9 (Oct. 2018 Rev.) and submit it to Utilities with the application. The signed application and W-9 must be returned to Utilities, c/o Commercial Building Efficiency Program, 2855 Mesa Rd. Colorado Springs, CO 80904 or by email to RSwope@csu.org. Incomplete applications will not be processed.
5. **APPLICATION DOES NOT ENTITLE THE PARTICIPANT TO INCENTIVE:** The Program may be altered, suspended, or canceled by Utilities at any time without prior notice. Under such circumstances, the Participant is not entitled to any Program benefits more than those approved prior to such action by Utilities. Submission of a completed application does not entitle the Participant to Program participation. Entitlement to Program participation can only occur after Utilities has signed a copy of the application and granted pre-approval.
6. **COMPLIANCE:** All projects must comply with all federal, state and local, laws, rules, regulations and codes, and insurance requirements, as applicable. Only one rebate may be granted for each project.
7. **PAYMENT:** If all required paperwork is submitted and project approved by Utilities, incentive payments will be made within an estimated 6 to 8 weeks of the completion of the measurement and verification process. The benefits/payments conferred upon the Participant through participation in this Program may be taxable by the federal, state, and local government. The Participant is responsible for declaring and paying all such taxes.
8. **INSPECTION:** Participant agrees, as a condition of participation in the Program, to cooperate with activities designed to evaluate Program effectiveness, such as allowing on-site inspection and measurement of installed projects.
9. **VERIFICATION:** Prior to or after paying any incentive, Utilities reserves the right to conduct a site visit to Participant's location to verify that the installed equipment remains in place and is being operated as described in the application and supporting documents. The site visit, and all aspects related to the site visit, is conducted solely for such purpose. The site visit is not a safety review and is not intended for any other purposes. An incentive will not be paid if Utilities is not able to conduct any required verification. Additionally, if the site visit indicates that the equipment is not eligible for a rebate, such that an Incentive should not have been issued, then any incentive already paid to the Participant with respect to such ineligible equipment shall be immediately returned by the Participant to Utilities.
10. **REMOVAL OF EQUIPMENT (RCx):** The Recipient agrees not to re-install any of the pre-existing equipment and dispose of and/or recycled said equipment in an environmentally friendly and legal manner.
11. **CHANGES TO THE PROGRAM:** All terms, conditions and rules of the program are subject to change.
12. **NO WARRANTIES:** Utilities does not endorse, guarantee, or warrant any manufacturer or product and Utilities provides no warranties, expressed or implied, for any products or services. The Participant's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The Participant acknowledges that neither Utilities nor any of its consultants are responsible for assuring the design, engineering and construction of the facility or installation of the energy savings measures is proper or complies with any laws (including patent laws), codes, or industry standards. UTILITIES DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **UTILITIES' LOGO:** Participant may not use the Utilities or Program name or logo in any marketing, advertising, or promotional materials without Utilities' prior written permission, which may be granted or withheld by Utilities in its sole and absolute discretion.
14. **DISCLAIMERS:** Utilities: (1) does not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program; (2) will not be responsible for any tax liability imposed on a Participant as a result of the payment of rebates; (3) is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and (4) is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
15. **LIMITATION OF LIABILITY:** Utilities sole liability is limited to paying the properly qualified rebates specified herein. Neither Utilities nor any of its affiliates shall be liable to the Participant or any other party for any damages whatsoever, including, without limitation, direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this Program.
16. **VENDOR SELECTION:** Utilities acknowledges that the Participant may select any vendor or contractor to perform the work contemplated by this application, even after the application is submitted for pre-approval by Utilities.
17. **OBLIGATIONS/INDEMNIFICATION:** Participant acknowledges that any contractor selected by the Participant is not an agent, contractor or subcontractor of Utilities. Utilities shall have no obligation to maintain, remove or perform any work whatsoever on the energy savings measures installed. Utilities shall have no liability for any contractor's failure to perform, for failure of the energy savings measures to function, for any damage to the Recipient's premises caused by the contractor or for any damages to property or injuries to persons caused by the energy savings measures. Participant shall hold harmless, defend and indemnify Utilities for any claims or causes of action arising from the improper handling, storage, disposal and exposure of substances currently or hereinafter characterized as hazardous or toxic relating to any actions taken by Participant or its agents in connection with the Program. Participant shall hold harmless, defend and indemnify Utilities for damage to property or injury or death of any person or persons in any way connected with or arising from actions of Participant or its agents under the Program.
18. **ENERGY BENEFITS:** Utilities is entitled to 100% of the energy or GHG reduction benefits associated with the recommended savings measures, excluding the value of energy cost savings realized by the Participant.
19. **GOVERNING LAW:** This Request and the Program shall be construed in accordance with the laws of the State of Colorado without reference to conflict of laws, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to Utilities under the Colorado Governmental Immunity Act.
20. **APPROPRIATION OF FUNDS:** In accord with the Colorado Springs City Charter, performance of Utilities obligations under this Request and the Program is expressly subject to appropriation of funds by Colorado Springs City Council. Further, if funds are not appropriated in whole or in part sufficient for performance of Utilities obligations, or appropriated funds may not be expended due to the City Charter spending limitations, then this Request and applicable portions of the Program shall thereafter become null and void by operation of law, and Utilities shall thereafter have no liability for compensation or damages to Participant in excess of Utilities authorized appropriation.

SIGNATURE

Note: This application only starts the process, it does not obligate Colorado Springs Utilities to pay an incentive.

Signature Required: _____ Date: _____