



# 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)

Physical 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 ENERGY CONSERVATION MEASURES (ECMs) BEING COMPLETED

ECM Number and Description: \_\_\_\_\_  
 Increase/Reduction Peak kW: \_\_\_\_\_ kWh: \_\_\_\_\_ CCF: \_\_\_\_\_  
 Estimated Measure Cost: \_\_\_\_\_ Estimated Yearly Savings: \_\_\_\_\_ Simple ROI: \_\_\_\_\_

ECM Number Description: \_\_\_\_\_  
 Increase/Reduction Peak kW: \_\_\_\_\_ kWh: \_\_\_\_\_ CCF: \_\_\_\_\_  
 Estimated Measure Cost: \_\_\_\_\_ Estimated Yearly Savings: \_\_\_\_\_ Simple ROI: \_\_\_\_\_

ECM Number Description: \_\_\_\_\_  
 Increase/Reduction Peak kW: \_\_\_\_\_ kWh: \_\_\_\_\_ CCF: \_\_\_\_\_  
 Estimated Measure Cost: \_\_\_\_\_ Estimated Yearly Savings: \_\_\_\_\_ Simple ROI: \_\_\_\_\_

ECM Number Description: \_\_\_\_\_  
 Increase/Reduction Peak kW: \_\_\_\_\_ kWh: \_\_\_\_\_ CCF: \_\_\_\_\_  
 Estimated Measure Cost: \_\_\_\_\_ Estimated Yearly Savings: \_\_\_\_\_ Simple ROI: \_\_\_\_\_

ECM Number Description: \_\_\_\_\_  
 Increase/Reduction Peak kW: \_\_\_\_\_ kWh: \_\_\_\_\_ CCF: \_\_\_\_\_  
 Estimated Measure Cost: \_\_\_\_\_ Estimated Yearly Savings: \_\_\_\_\_ Simple ROI: \_\_\_\_\_

ECM Number 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:** Incentives are only for Energy Design Assistance (EDA)/Retro-Commissioning (RCx) service recommendations 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:** Available to active Utilities' commercial and/or industrial natural gas and/or electric customers for installation of qualifying CBEP measures. Incentives are first-come, first-serve, and subject eligibility and availability of funds.

3. **APPROVAL AND VERIFICATION:** Pre-approval from Utilities is required on all ECM. ECM 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 ECMs 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.
4. **SUBMISSION OF APPLICATION:** The application must be complete, including the CBEP service providers report and a W-9 (current version). W-9 is required ONLY if payment is paid to a party other than the account holder Submit t signed application, report, and W-9 (if applicable) to Utilities, c/o Commercial Building Efficiency Program, PO Box 1103, MC 1339 Colorado Springs, CO 80947 or email [eritchey@csu.org](mailto:eritchey@csu.org).
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. The Participant is entitled only to Utilities approved incentives. Completed applications do not guarantee approval. Approval is confirmed through Utilities' written 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:** Incentive payments are made within an estimated 6 to 8 weeks after the measurement and verification process. The incentive may be taxable by the federal, state, and local government. The Participant is responsible for declaring and paying all such taxes. Default payment is a credit on the electric or gas service, unless otherwise specified by the customer.
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 at Utilities discretion.
9. **VERIFICATION:** Utilities may conduct site visit(s) verifying equipment pre or post incentive payment. The site visit(s) are for verification methods only and are not intended as a safety review or other purpose. If the site visit reveals ECM equipment or measures are not installed or completed the Participant is required to return the full amount.to Utilities.
10. **REMOVAL OF EQUIPMENT (RCx): Existing** equipment must not be re-installed and must be disposed of and/or recycled in accordance with all applicable laws and regulations.
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 ECM 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 ECMs 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 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 incentives; (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 approved payments. 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 ECMs installed. Utilities is not liable for any contractor's failure to perform, failure of the energy savings measures, damage to the Recipient's premises, 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 green heat gas (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: \_\_\_\_\_