



# Small Business Efficiency Assistance Program

## 1. Application Information:

Physical Property Information	Property Owner Information
Business name:	Property management company:
Street address:	Street address:
City:      County:      Zip:	City:      State:      Zip:
Primary contact's name:      Title:	Primary contact's name:      Title:
Work phone:      Cell phone:	Work phone:      Cell phone:
Email address:	Email address:
Mailing address:      City:      Zip:	Mailing address:      City:      Zip:
Secondary contact's name:      Title:	Secondary contact's name:      Title:
Work phone:      Cell phone:	Work phone:      Cell phone:
Email address:	Email address:
Mailing address:      City:      Zip:	Mailing address:      City:      Zip:

2. **Colorado Springs Utilities Information:** The "Property" (as defined in the table above) served under the Small Business Efficiency Assistance Program must be a Colorado Springs Utilities Customer. Please check the appropriate boxes:

- Electric Customer     
  Natural Gas Customer     
  Water Customer

Colorado Springs Utilities Account Number: \_\_\_\_\_

\*If any Applicant's Property includes individually metered tenants, compliance with Springs Utilities' customer information standards and release process will be required.

## 3. Property Description:

Type of Business:	Ownership Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit
Number of employees:	Square Footage:
How long at this property address?	Do you meet the Small Business Administration's definition of small business? <input type="checkbox"/> Yes <input type="checkbox"/> No

4. **Qualification Information:**

- a. Applicant must be a Colorado Springs Utilities Small Business commercial customer whose primary business activities are conducted in Colorado Springs, with the majority of employees working in Colorado Springs. They must meet the Small Business Administration's definition of small business. Applicants must be on one of the following commercial service electric rates: E1C, E2C, ECS, or ECM.

5. **Communications and Unit Access:**

- a. If the Applicant is the property owner, they agree to notify the tenants of the Property about their participation in the Program and to arrange entry into individual units. This notice should comply with applicable laws and regulations.
- b. If the Applicant is a tenant, they agree to provide personnel to escort the Contractor throughout the Property and to grant access to all fixtures requiring retrofit/repair. If Property Owner approval is necessary, the Tenant will obtain approval before participating in the program.

6. **Terms and Conditions:**

- a. **Colorado Springs Utilities' Tariffs:** The Small Business Efficiency Assistance Program (the "Program") and this application, along with the included terms and conditions, incorporate and are subject to Colorado Springs Utilities' ("Springs Utilities") Tariffs and Utilities Rules and Regulations (collectively referred to as "Tariffs"). These Tariffs may be amended periodically.
- b. **Governing Law:** 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, or Rules and Regulations.
- c. **Limitation of Liability and Indemnification:** In no event shall Springs Utilities or Contractor be liable to Applicant, any tenant, or any third party for any direct, special, incidental, indirect or consequential damages, including but not limited loss of profits, loss of use or cost of replacement equipment associated with participation in the Program or use of any materials or equipment provided to Applicant. Nothing in this agreement shall be interpreted to limit or prevent the protections afforded to Springs Utilities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. The Applicant agrees to indemnify and hold harmless Springs Utilities and the Contractor from any loss, liability, damage or costs (including court costs and attorney fees) arising from their participation in the Program or use of any materials or equipment provided to Applicant.
- d. **Warranty:** Except as otherwise provided herein, the Contractor provides a warranty for labor, materials, and/or parts installed through the Program. This warranty lasts for one (1) year from the date of installation. All other warranties are explicitly disclaimed, including any warranties related to any materials or equipment provided to Applicant but not installed through the Program.
- e. **Voluntary Participation:** By participating in the Program, the Applicant acknowledges that it is a voluntary decision. Springs Utilities does not make any express or implied representations that Program participation will necessarily lead to decreased utility costs. Actual costs depend on the Applicant's utility usage and potential future rate changes.
- f. **Contractor:** Work carried out through the Program will be performed by the Contractor, who is a Springs Utilities contractor specifically designated for the Program.
- g. **Applicant Status:** To qualify for Program benefits related to a specific utility service (such as water, electric, or natural gas), the Applicant's Property must be a Springs Utilities customer of that service. If the applicant is a tenant, they confirm that they lease the Property for which program participation is requested.
- h. **Program Materials and/or Equipment:** The Applicant acknowledges that while all materials used in the Program comply with government regulations for toxicity and fire retardation, there still is a possibility of adverse reactions to fumes or dust for certain individuals. If any of these materials are ingested, especially by a child, there could be negative effects. Therefore, it is the Applicant's

responsibility to inform the Contractor of any medical conditions that might be aggravated by dust or fumes before Program work begins.

- i. Smart Devices: Springs Utilities or Contractor may provide Applicant with certain Smart Devices, defined as any electronic devices that have the capability to connect to the internet or other Smart Devices and collect, process, and transmit data. Applicant acknowledges that use of such Smart Devices is voluntary and at Applicant's own risk. Applicant releases and holds harmless Springs Utilities and the Contractor from any loss, liability, damage or costs (including court costs and attorney fees) arising from Applicant's use of such Smart Devices. Applicant also acknowledges that Utilities, notwithstanding the provisions in Section 5(d), expressly disclaims any warranties related to Smart Devices.
- j. Access and Inspection: The Applicant grants authorization for Springs Utilities and its designated Contractor to enter their property for the purpose of providing Program services.
  - i. The Program services include, but are not limited to: (1) water and energy assessments, (2) toilet leak detection, (3) pre-rinse spray valve(s), (4) faucet aerators, (5) showerheads, (6) A19 LED bulbs (maximum 100 bulbs per property), (7) toilet leak repair, (8) faucet leak repair, (9) showerhead leak repair, (10) urinal leak repair, (11) flushometer leak repair, (12) urinal and Flushometer flush valve insert replacement, (13) toilet installation; (14) smart monitoring plug (1) and (15) smart thermostats (maximum 10 per property).
  - ii. Colorado Springs Utilities will evaluate each unit of the Applicant's Property to determine which Program services are warranted for each unit. The evaluation may reveal that some or all units are eligible for specific services. The Applicant will be notified of the eligible services and can choose to accept or deny any or all of them.
  - iii. Applicant understands and authorizes access for inspections by the Pikes Peak Regional Building Department for any work which requires a permit. Permits will be acquired as required by applicable law by Contractor.
  - iv. Applicant understands and authorizes Colorado Springs Utilities the right to inspect and verify all work performed by Contractor.
- k. Applicant Authorization: The Applicant certifies that all information provided on this application to determine eligibility is true and complete to the best of his or her knowledge. If the Applicant moves from the address listed on this application, they agree to notify the Contractor. This circumstance would preclude approval of the application.
- l. Application Evaluation: After submitting the application, it will be evaluated. If approved, the Applicant will be contacted by phone, letter, or email to schedule an energy and/or water audit. If the application is not approved, the Applicant will receive communication by phone, letter, or email with the reason for the decision.
- m. Adult on Property: Someone over 18 years old must be present at the Property while the work is being done.

**Program Agreement:** *I have read the above agreement and understand all the terms and conditions presented herein, and hereby grant permission for the efficiency measures to be performed on my property according to the standards set by Colorado Springs Utilities.*

I agree to the above

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**Return application to:**

**Colorado Springs Utilities / 2855 Mesa Road / Colorado Springs, CO 80904**

**WaterRebates@csu.org / 719-668-8232**