



Application to Participate in Standard & Custom Business Solutions Alliance Incentive Program

To help encourage the installation of eligible lighting, non-lighting and custom measures and savings under the FY21 SRP Business Solutions Standard (SBS) & Custom (CBS) Programs, SRP is offering a limited-time incentive to approved Energy Efficiency Alliance Participants (EEA Participants) and Qualified Service Providers (QSPs). Participation in the Alliance Incentive Program is optional. To be eligible to receive this incentive offer, complete this form in full and submit with a completed W-9.

Business name
Address City State Zip
Contact name Contact phone number Contact fax number Email

Terms and Conditions

SRP is offering a limited time incentive to eligible EEA Participants and QSPs under the FY21 SRP Business Solutions Standard & Custom Programs ("Programs"). The following Terms and Conditions apply to the offer:

- 1. The Programs offer an incentive amount which is a percentage of the final approved customer rebate amount paid by SRP under the Programs for qualifying FY21 SRP Business Solutions Lighting, Non-Lighting and Custom Applications ("Incentive").
2. To be eligible for the Incentive, applicants must:
a. Be a current EEA Participant, or QSP, under the Program and in good standing;
b. Complete in its entirety, sign and return this FY21 SRP Business Solutions Standard and Custom Program Energy Efficiency Alliance Incentive Application ("Application").
c. Abide by all terms of the SRP Business Solutions Standard Program Energy Efficiency Alliance Participation Agreement or Custom Program Qualified Service Provider Agreement which are incorporated herein by reference.
3. Hereafter, the term Alliance Participant shall refer to both EEA Participants and QSPs.
4. SRP will only consider Incentives for fully completed FY21 SRP Business Solutions Lighting, Non-Lighting and Custom Applications ("Customer Applications"), including all supporting documentation, submitted to SRP after May 1, 2020 and by April 15, 2021 which are in full compliance with Program requirements.
5. SRP shall issue payment for the Incentive to the eligible Alliance Participant listed on the final approved Customer Application after the approval and payment of the customer rebate and upon applicant's fulfillment of all the requirements in this Application.
6. Only new Customer Applications received after this Alliance Incentive Application has been approved will be eligible for the Alliance Incentive payment.
7. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties.
8. To the fullest extent allowed by law, SRP and Nexant, Inc.'s total liability, regardless of the number of claims, is limited to paying the approved Incentive in accordance with these Terms and Conditions, and SRP, Nexant, Inc., and their contractors, officers, directors, employees, and agents shall not be liable to applicant or any other party for any other obligation.



9. Notwithstanding any other provision of these Terms and Conditions to the contrary, in no event shall SRP or Nexant, Inc., 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. Applicant waives any claims it might have against SRP and Nexant, Inc. and their agents, consultants, and subcontractors.
10. Applicant shall defend, protect, indemnify and hold harmless SRP, Nexant, Inc. and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Program; provided however, that applicant shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
11. Applicant acknowledges that receipt of any rebate pursuant to these Terms and Conditions or the Program may result in taxable income to the applicant, even if applicant does not directly receive a payment, and that applicant is solely responsible for payment and reporting with respect to applicant's taxes. Applicant should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to these Terms and Conditions or the Program. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
12. 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 Nexant, Inc. assume no responsibility for oversight of contractor services. Neither SRP nor Nexant make any, and both SRP and Nexant expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. **SRP AND NEXANT DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
13. Applicant, at its own expense, is responsible for meeting all requirements and complying with all state/county/city governments, property owner and/or homeowners' association requirements (if any) in applicant's area regarding local conditions, codes, ordinances, rules and regulations concerning the installation of equipment and applicant, at its own expense, shall obtain and maintain licenses and permits needed to install equipment. Failure to maintain necessary licenses and permits constitutes a material breach of applicant's obligations. Applicant's signature on the Application indicates that applicant has obtained all necessary authorizations to move forward with the installation of equipment and the Application for the Incentive.
14. The terms and conditions set forth herein and in the Energy Efficiency Alliance Participation Agreement and Qualified Service Provider Agreement 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 reserves the right to change or cancel this promotion or its terms and conditions at any time.

### Tax Information

**W-9 Tax Form Required.** Alliance Participants receiving the benefit of FY21 SRP Business Solutions Program incentives in an amount of \$600 or more per calendar year will be issued a Form 1099 unless the Alliance Participant is a corporation or otherwise exempt under the IRS regulations from Form 1099 reporting. Alliance Participant should consult with his or her own tax advisor with respect to the tax treatment of incentives provided through the Program.

Important: This link redirects you to the location of the W-9 form on the IRS website. The form has to be downloaded and filled out as part of the application. Click on [link](#) or go to: <https://www.irs.gov/pub/irs-pdf/fw9.pdf> to access and download a copy of the W-9 form.

**Applicant Signature**

Under penalties of perjury, I hereby certify by my signature below that:

- I have read and understand all Terms and Conditions of this agreement, the Energy Efficiency Alliance Participation Agreement or Qualified Service Provider Agreement and the SRP Standard and Custom Business Solutions Programs, and
- As the Applicant Representative, I have the authority to bind the Applicant to these Terms and Conditions, and
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person, and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Applicant Business Name \_\_\_\_\_  
 Applicant Representative \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

**For More Information:** For more information about the SRP Business Solutions Standard and Custom Programs or this limited-time offer for Alliance participant incentives, please contact us:

- Online at [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com)
- By phone at (602) 236 – 3054
- By email at [SRPeea@nexant.com](mailto:SRPeea@nexant.com)

**SEND COMPLETED ALLIANCE INCENTIVE APPLICATIONS TO:**  
 SRP Business Solutions Standard & Custom Programs  
 3100 W. Ray Rd, Suite 230  
 Chandler, AZ 85226  
 Fax: (480) 345-7601  
 Email: [SRPeea@nexant.com](mailto:SRPeea@nexant.com)