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SRP Business Solutions: Electric Technology Rebates Forklift Terms and Conditions

Customer Eligibility

To be eligible for the forklift rebate, the customer must:

- Be a Salt River Project (SRP) non-residential electric customer with an account in good standing.
- Purchase or lease a class 1 or 2 electric forklift between May 1, 2018 and April 30, 2019.
 - Electric forklifts must replace an internal combustion unit (\$2,000 rebate per lift) OR be an expansion to an existing fleet (\$500 rebate per lift) OR be a first-time forklift purchase (\$500 rebate per lift). Electric equipment replacing existing electric equipment does not qualify for this program.
 - Leased electric forklifts without a buyout clause are eligible for a prorated rebate at the rate of annual length of contract divided by 10 and multiplied by \$500 or \$2,000 (depending on conversion, expansion or first-time purchase). For example, an electric forklift with a four-year lease replacing a diesel lift is eligible at the rate of 10 divided by 4, or .4, multiplied by \$2,000, resulting in a \$800 rebate.
 - Leased electric forklifts with a buyout clause are eligible for the full rebate.
 - Used electric forklifts are eligible for a prorated rebate based on the age of the forklift. Used forklifts must be 2009 models or newer. Prorated rebate is calculated based on a 10-year life expectancy. For example, a 2-year old forklift is eligible for 80 percent of the rebate.
 - Dealer demo equipment or remanufactured equipment sold with a new warranty is eligible for the full rebate.
 - Forklifts must remain in use in the SRP service area. Equipment shipped to other facilities outside the SRP service area do not qualify.
 - Customers replacing an internal combustion unit with an electric unit (\$2,000 rebate per lift) must dispose of the internal combustion unit off-site or render the unit inoperable.
- Provide all valid invoices and valid serial numbers for all forklifts claimed.
- Submit this completed rebate application within the program timeframe of May 1, 2018 and April 30, 2019.

Rebate Application Documentation

The required documentation for rebate applications must be delivered to ICF OR be submitted via Sightline in order for a customer to receive the rebates. Customer acknowledges and agrees that the documentation for the applicable rebate application must be submitted within the program timeframe of May 1, 2018 and April 30, 2019. Customer agrees to provide the following for each equipment for which customer seeks a rebate for (collectively, the "Documentation"): (i)



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a completed rebate application, (ii) manufacturer, class, model and serial numbers of the installed equipment, (iii) equipment invoices. ICF shall verify documentation meets program requirements within thirty (30) days of receipt and will notify customer of any discrepancies.

Rebate Payments

Customer acknowledges that rebates are paid directly by ICF in accordance with the ICF-SRP Agreement. Customer shall receive payment directly from ICF within four (4) to six (6) weeks after submitting or uploading documentation and receipts, or verification by ICF of the application and required data, provided the customer has submitted all required documentation in a timely manner and all program requirements have been met.

Terms and Conditions

Important: This form is to be read, signed, and submitted with the FY19 Forklift Rebate Application. Salt River Project offers the SRP Business Solutions Electric Technology Rebate Program (“ET Program”) to provide customers with rebates to facilitate the installation of qualifying equipment or electrical infrastructure. The following terms and conditions apply to the program:

1. SRP has contracted ICF, Inc. (“ICF”) to act as the Program Administrator and authorizes ICF to administer the Electric Technology rebate programs 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; measurement and verification activities; and issuing rebate checks.
2. Funds are limited and ET Program applications are accepted on a first-come, first-served basis. The FY19 ET Program is effective from May 1, 2018 through April 30, 2019 (“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 FY19, 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. Rebates pursuant to participation in the ET Program may result in taxable income to the Customer, even if Customer does not directly receive a payment. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to participation in the ET Program.
5. The SRP Electric Technology program website describes the customer and equipment eligibility requirements, rebate information, and program participation process for customers participating in the ET Program. Customer must read and comply with the conditions outlined on this application and the current program website at <http://savewithsrpbiz.com> incorporated herein by reference.
6. To be eligible for rebates through the ET Program, the participant must:



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- a. Be a current SRP non-residential retail electric customer.
 - b. Submit a completed Forklift Rebate Application and any supplemental documentation that may be requested to verify eligibility.
 - c. Purchase and install qualifying equipment at the Customer's Account Service Address listed on this application.
 - d. Abide by the program rules, eligibility requirements, and rebate levels in effect at the date of equipment installation.
7. Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third party service provider or Electric Technology Alliance Participant ("Customer Contractor") to complete the installation and implementation of any equipment or measures. SRP and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance or effectiveness of the newly installed equipment, including any warranties of merchantability or fitness for a particular purpose. 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 or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer with regard to the energy efficiency services or measures implemented under the ET Program.
8. Customer hereby authorizes and acknowledges that SRP 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 ICF and Electric Technology Alliance Participants, as applicable, and any other third party utilized by SRP 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.
9. 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. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the ET Program. 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.
10. 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



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tort, including negligence of any kind. Customer waives any claims it might have against SRP or ICF.

11. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the ET 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.
12. 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.
13. 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 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 Signature and Certification

I certify that the equipment described in the rebate application submitted on my behalf has been installed at the service address indicated and agree to the stated terms and conditions.

Signature *Name (Printed)* *Date*