

# BUSINESS EV CHARGING PROGRAM

## TERMS AND CONDITIONS



**Important:** This form is to be read, signed, and submitted within the (“Effective Period”) by July 31, 2021 for installations of qualified equipment installed between May 1, 2020 and April 30, 2021. Salt River Project offers the SRP Business Electric Vehicle Charging Program (“EV 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 Resources L.L.C. (“ICF”) to act as the Program Administrator and authorizes ICF to administer the EV Program 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 EV Program applications are accepted on a first-come, first-served basis and must be submitted during the Effective Period. Rebates are limited to 50 charging ports per customer per program year.
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 the current Effective Period, 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 EV 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 EV Program.
5. The SRP EV Program website describes the customer and equipment eligibility requirements, rebate information, and program participation process for customers participating in the EV Program. Customer must read and comply with the conditions outlined on this application and the current program website at [savewithsrpbiz.com/ev](http://savewithsrpbiz.com/ev) incorporated herein by reference.
6. To be eligible for rebates through the EV Program, the participant must:
  - a. Be a current SRP non-residential electric customer.
  - b. Submit a completed EV 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.
  - e. Submit to the program a properly completed Form W-9 if the Customer’s tax status is one of the following: Sole Proprietor / Individual; Partnership; Trust/Estate; or L.L.C. / Partnership.
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 (“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 EV 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 Trade Allies, 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. SRP reserves the right to inspect each EV charger port and network connectivity to verify compliance with these Program Terms. If SRP chooses to inspect an EV charger port, SRP will contact the Customer to schedule the inspection. By signing and submitting the Rebate Application, the Customer agrees to provide SRP and its subcontractors with reasonable access to the installation site during normal business hours. Customer consents to allow SRP or ICF access for usage data via the charging network.
10. In exchange for any approved equipment and/or service rebates for energy efficiency measures, the Customer hereby sells transfers and conveys to SRP all Environmental Attributes and Environmental Attributes Reporting Rights, as such terms are defined below, associated with the energy savings attributable to the qualifying measure(s) or its operation. "Environmental Attributes" means those aspects, claims, characteristics and benefits of avoided energy use associated with the measure(s), as well as any and all fuel, emissions, air quality, or other environmental characteristics, including, but not limited to, white and green energy tags, renewable energy credits, energy efficiency credits, carbon credits, or certificates attributable to the energy savings or avoided use associated with the qualifying measure(s). "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise.
11. As a convenience to Customers, SRP provides a list of contractors, distributors, manufacturers, and other organizations ("Trade Allies") who may assist Customers with SRP programs. Customer acknowledges that Trade Allies are independent contractors with respect to the Program, and that Trade Allies are not authorized to make representations or incur obligations on behalf of SRP without prior approval. Participation in the Program as a Trade Ally does not constitute an endorsement by SRP, nor does it certify or guarantee the quality of work performed.
12. 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 EV 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.
13. 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 tort, including negligence of any kind. Customer waives any claims it might have against SRP or ICF.
14. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the EV 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.
15. 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.
16. 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.

## Signature and Certification

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

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**Signature**

**Name (Printed)**

**Date**

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**Service Address of Equipment**