



NEW CONSTRUCTION PROJECT APPLICATION AND TERMS & CONDITIONS

The SRP Business Solutions New Construction Program aims to foster integrated building design and electric efficiency for new construction projects. This application packet contains the forms and instructions necessary to apply for Energy Design Assistance (EDA) service rebate and building owner equipment rebate funded by the SRP Business Solutions New Construction Program.

This application packet contains the following sections:

1. General Information
2. Proposed Facility Details
3. Building Performance Details
4. Construction Timeline
5. Terms and Conditions

To apply, please complete this application and indicate your agreement to the terms and conditions with your signature. Please allow 21 days for application processing and notification.

OVERVIEW

The SRP Business Solutions New Construction Program provides technical assistance and financial rebates to help architects, engineering professionals, and building owners optimize energy and demand savings, and reduce operating costs in commercial new construction projects. Projects must be new construction, major renovation, or additions and must be 20,000 square feet or greater for commercial, industrial, retail, multifamily, or core and shell use. Projects that are most likely to succeed in meeting the program's goals will be accepted. The program offerings will be designed to be scalable for projects of varying sizes under two different tracks, Enhanced Performance and Expedited tracks, and flexible to grow with customer demand.

Expedited Track

- Project Size (SF): $\geq 20,000$ (typically less than 75,000) for all facility types
- Application due: at or before "early" design development (DD) phase
- Savings target: $\geq 10\%$ over the ASHRAE 90.1-2013 code compliant base building

Projects approved to participate under the Expedited Track are eligible to receive building owner equipment rebates based on final verified savings.

Enhanced Performance Track

- Project Size (SF): $\geq 20,000$ for Multifamily; $\geq 75,000$ for all other facility types
- Application due: at or before schematic design (SD) phase
- Savings target: $\geq 10\%$ over the ASHRAE 90.1-2013 code compliant base building

Projects approved to participate under the Enhanced Performance Track are eligible to receive a design team service rebate, EDA service rebates for energy modeling and lighting design, and building owner equipment rebates based on final verified savings.

Additional information regarding eligibility requirements, rebates, and participation processes is available at www.savewithsrpbiz.com or by contacting the Program Administrator.

For More Information. For more information about the SRP Business Solutions New Construction Program measure eligibility, rebates, or other SRP programs please contact us:

- Online at www.savewithsrpbiz.com
- By phone at (602) 236-3054
- By email at savewithsrpbiz@srpnet.com

GENERAL INFORMATION

Important: Please allow 21 days for application review following complete documentation submittal. Ineligible or incomplete applications will not be approved.

CUSTOMER CONTACT INFORMATION

Business name (as it appears on SRP Bill)			
SRP Account number(s) if known			
Proposed facility address	City	State	Zip
Contact name	Contact phone number	Contact fax number	Email
Contact address (if different from the installation address)	City	State	Zip
How did you hear about SRP's Business Solutions New Construction Program?			

PREFERRED PROGRAM TRACK

Select project type: Enhanced performance track Expedited track Don't know

EDA SERVICE PROVIDER (Optional)

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

PROPOSED FACILITY INFORMATION

Project Name : _____

Primary building use (indicate percentages if multiple types)

- | | | |
|--|--|--|
| <input type="checkbox"/> Automotive Facility | <input type="checkbox"/> Hotel | <input type="checkbox"/> Police/Fire Station |
| <input type="checkbox"/> Convention Center | <input type="checkbox"/> Library | <input type="checkbox"/> Post Office |
| <input type="checkbox"/> Court House | <input type="checkbox"/> Manufacturing Facility | <input type="checkbox"/> Religious Building |
| <input type="checkbox"/> Dining: Bar Lounge/Leisure | <input type="checkbox"/> Motel | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Dining: Cafeteria/Fast Food | <input type="checkbox"/> Motion Picture Theater | <input type="checkbox"/> School/University |
| <input type="checkbox"/> Dining: Family | <input type="checkbox"/> Multi-Family Housing | <input type="checkbox"/> Sports Arena |
| <input type="checkbox"/> Dormitory | <input type="checkbox"/> Museum | <input type="checkbox"/> Town Hall |
| <input type="checkbox"/> Exercise Center | <input type="checkbox"/> Office | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Parking Garage | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Health Care - Clinic | <input type="checkbox"/> Penitentiary | <input type="checkbox"/> Workshop |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Performing Arts Theater | <input type="checkbox"/> Other _____ |

Building size (sq. ft.): _____
 Number of Floors: _____
 Percent Conditioned: _____
 Percent Owner Occupied: _____

Proposed occupancy schedule:
 Mon - Fri _____
 Saturday _____
 Sunday _____

- | | | | |
|--|------------------------------|-----------------------------|-------------------------------------|
| Will the project be served by a central heating plant?... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Will the project be served by a central cooling plant?.... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Will building be occupied in the summer?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Will building be used year round?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Are project drawings available?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Does daylighting potential exist?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Is the project scope limited to Core & Shell?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Will this project be seeking LEED certification?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |
| Will the building be professionally commissioned?..... | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know |

Are there specific areas where the Design Team initially feels energy savings may be possible?

Are there any areas where energy saving potential may be limited?

Special considerations or other comments?

EXPEDITED TRACK (Required)

Estimated Building Performance
Estimated annual energy savings (kWh/yr):
Estimated peak demand reduction (kW):
Estimated % savings above ASHRAE 90.1-2013 Appendix-G compliant base building (%):

Please provide information supporting the estimated building performance results, including EEM details and incremental costs. Additional information may be submitted as separate attachments:

CONSTRUCTION TIMELINE

Schematic design completion date: _____

Design development completion date: _____

Construction document completion date: _____

Construction commencement date: _____

Construction completion date: _____

Occupancy date: _____

DESIGN TEAM INFORMATION

Architectural Firm

Business Name Contact name

Contact email address Contact phone number Contact fax number

Mechanical Engineer

Business Name Contact name

Contact email address Contact phone number Contact fax number

Electrical Engineer

Business Name Contact name

Contact email address Contact phone number Contact fax number

Lighting Engineer

Business Name Contact name

Contact email address Contact phone number Contact fax number

General Contractor

Business name Contact name

Contact email address Contact phone number Contact fax number

Development Company

Business name Contact name

Contact email address Contact phone number Contact fax number

Owner's representative

Business name Contact name

Contact email address Contact phone number Contact fax number

Other (please identify role)

Business name Contact name

Contact email address Contact phone number Contact fax number

DESIGN TEAM SERVICE REBATE PAYMENT (Enhanced Performance Track only)

SRP will pay the design team service rebate provided that the construction drawings reflect minimum energy savings requirements. The design team service rebate payment will be paid in one lump sum to the designated design team lead for distribution among all design team participants. Please indicate the designated design team lead below.

Check should be made out to:		Rebate check reference (30 character max):	
Mailing address:	City:	State:	Zip:
Contact name:		Contact telephone:	

BUILDING OWNER REBATE PAYMENT ASSIGNMENT (Complete this section only if the rebate payment is to be paid to someone other than the Customer.)

Select to release the rebate payment to the third party listed below.
 I AUTHORIZE SRP TO ISSUE THE BUILDING OWNER REBATE PAYMENT TO THE THIRD PARTY NAMED BELOW AND I UNDERSTAND THAT I WILL NOT BE RECEIVING THE REBATE PAYMENT CHECK FROM SRP. I ALSO UNDERSTAND THAT MY RELEASE OF PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT CUSTOMER FROM THE REBATE REQUIREMENTS OUTLINED IN THE TERMS AND CONDITIONS AND MAY NOT AFFECT CUSTOMER'S TAX LIABILITY FOR REBATES PAID BY THE PROGRAM.

Check should be made out to:		Rebate check reference (30 character max):	
Mailing address:	City:	State:	Zip:
Contact name:		Contact telephone:	

APPLICATION AGREEMENT

By signing below, I certify and agree that:

1. As the Customer Representative, I have the authority to bind the Customer to this Application Agreement and sign on Customer's behalf.
2. Customer has read, understands, and agrees to be bound by and comply with the terms set forth herein and the FY21 SRP Business Solutions New Construction Program Manual;
3. All information provided by the Customer in this New Construction Program Project Application, including attachments, is accurate and complete and I will notify SRP and Nexant immediately of any changes to the information; and
4. I understand that any and all funds determined to be acquired on the basis of inaccurate or fraudulent information shall be returned to SRP.

Customer Representative Printed Name and Title	Signature	Date

W-9 TAX INFORMATION

Customers receiving the benefit of SRP Business Solutions rebates, in an amount of \$600 or more per calendar year, whether paid directly to the customer or assigned by the customer to a third party, will be issued a Form 1099 unless the customer is a corporation or otherwise exempt under the IRS regulations.

Important: This link redirects you to the location of the W-9 form on the IRS website. The form has to be downloaded, completed, and submitted as part of the application.

[Click here to access and download a copy of the W-9 form](#)

TERMS AND CONDITIONS

Important: This form is to be read, signed and submitted with this Project Application.

SRP is implementing the SRP Business Solutions New Construction Program (“Program”) to provide customers with technical services and rebates to improve electrical energy-efficiency in qualifying new SRP-served facilities. These Terms and Conditions set forth terms governing a customer’s participation in the Program. By signing this SRP Business Solutions New Construction Program Application Agreement, the customer named in the Customer Contact Information section (“Customer”) is agreeing to comply with and be bound by these terms.

1. **Program Administrator:** SRP has contracted Nexant, Inc. (“Nexant”) to act as the Program Administrator and authorizes Nexant to administer the 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. **Alliance Participants:** As a convenience to customers, SRP provides a list of contractors, engineers, architects, distributors, manufacturers, and other organizations that may assist customers with SRP programs (“EEA Member”). In addition, some EEA Members have been approved to assist customers under certain SRP programs (“Qualified Service Provider” or “QSP”) (EEA Members and QSPs collectively referred to as “Alliance Participants”). Customer acknowledges that Alliance Participants are independent contractors with respect to the SRP programs, and are not authorized to make representations or incur obligations on behalf of SRP. Participation as an Alliance Participant does not constitute an endorsement by SRP, nor does it certify or guarantee the quality of work performed. SRP is not responsible if an Alliance Participant or other contractor, retailer, vendor or other party provides you with inaccurate information about the amount or conditions of an SRP program.
3. **Program Term:** Funds are limited and Program applications are accepted on a first-come, first-served basis. The Program is effective on May 1, 2020 until April 30, 2021 (“Program Term”).
4. **Customer Eligibility:** To be eligible for the Program, Customer must be a current SRP non-residential retail electric customer and meet the customer eligibility requirements outlined in the SRP Business Solutions New Construction Program Manual.
5. **Program Manual:** The SRP Business Solutions New Construction Program Manual (“Program Manual”) describes in detail the customer and equipment eligibility requirements, rebate information, and program participation process for customers participating in the Program. Customer must read and comply with the Program Manual, incorporated herein by reference and available at www.savewithsrpbiz.com.
6. **Program Participation Process:** To be considered for participation in the Program and to qualify for rebates through the Program, Customer must complete the following:
 - a. Customer must submit a completed FY21 SRP Business Solutions New Construction Program Project Application (“Project Application”) and any supplemental documentation that may be requested to verify energy efficiency measures. Customer must provide a valid and signed W-9 form with all required information with its Project Application.
 - b. Customer must abide by the Program rules in effect on the date of the submitted Project Application as outlined in this Project Application and in the Program Manual. Failure to provide or complete any of the requested information or Program steps may result in denial of the application, even if work has commenced.
 - c. Customer agrees to have its employees, design team, and contractors cooperate with SRP, Nexant and the QSP to provide Facility operating data and energy use evaluation assistance needed by SRP for participation in the Program.
 - d. Customer must use a pre-approved QSP to perform the energy design assistance (“EDA”) services under the Enhanced Performance Track or energy modeling requirements of the Expedited Track. A list of QSPs is available for Customer upon request. The final decision to proceed under the Program and use of such persons will be subject to the approval of the Customer.
 - i. **Enhanced Performance Track:** EDA services are provided at no cost to the customer. EDA service rebates are paid directly to the QSP.
 - ii. **Expedited Track:** Customer is responsible for payment of QSP fees associated with the energy modeling, commissioning and final inspection services required to be completed by the Program and such services will not be reimbursed by SRP.

7. **Project Application:** Customer understands that submission of an application, even if correct and complete, does not guarantee that Customer will receive a rebate. Failure to provide any of the required information, including signatures, forms, or other requested documentation, will result in the return of the Project Application.
8. **Program Rebates:** The Program offers service and equipment rebates as outlined in the Program Manual. Payment of any rebate is subject to Customer's satisfactory completion of all Program requirements. Qualifying equipment as defined in the Program Manual receiving rebates under the Program may not receive purchase and installation rebates or credits under any other SRP programs.
9. **Rebate Caps:** 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 Term. For FY21, the rebate cap is \$300,000 per customer for all SRP energy efficiency programs in aggregate. A customer may be a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of rebate caps, a customer who is a holder of multiple accounts or corporate accounts with a single SRP customer identification number will be considered a single customer. An organization of this type can participate in multiple efficiency programs, but will be subject to any applicable customer rebate caps. SRP retains the right to make final determination of customer eligibility.
10. **Design Team Service Rebate:** Customers approved to participate in the Enhanced Performance track are eligible to receive a fixed rebate payment issued on Customer's behalf to the Design Team for including agreed upon Energy Efficiency Measures ("EEMs") in the construction documents for Customer's planned facility (the "Design Team Service Rebate"). This section outlines requirements applicable to the Design Team Services Rebate.
 - a. The Design Team Service Rebate will be paid to a single entity identified by Customer in the Design Team Service Rebate Payment section of this Project Application ("Design Team Lead"). It is the Design Team Lead's responsibility to determine the disbursement of monies (if any) between the various parties on the Design Team.
 - b. Customer is responsible for ensuring the Design Team's compliance with Program requirements. To qualify for the Design Team Service Rebate, the Design Team must:
 - i. Reasonably cooperate to ensure the services provided hereunder are completed in a timely and cost-effective manner. These efforts may include, but are not limited to, the following:
 - (1) Attending design assistance meetings
 - (2) Providing basis of design and information requested as part of this process
 - (3) Reviewing EEMs
 - (4) Calculating incremental costs of EEMs
 - (5) Submitting the 100% Construction Documents for review
 - (6) Supporting other tasks directly related to the Program, as requested by SRP or Nexant
 - ii. Notify SRP of any changes or change orders issued to contractors or installers that materially affect the 100% Construction Documents or the agreed upon EEMs to be installed in the facility.
 - iii. Provide SRP or Nexant with 100% Construction Documents for review as soon as readily available to confirm the design of the agreed upon EEMs.
 - iv. Cooperate with SRP or Nexant's requests for reasonable documentation or verification of design intent of the agreed upon EEMs, including but not limited to documentation from the Customer, contractor, supplier or other vendors.
 - c. If SRP determines (in its sole discretion) that all of the agreed upon EEMs have been included in the 100% Construction Documents in a satisfactory manner, Design Team shall be eligible for a Design Team Service Rebate based on the total square footage of the combined project as determined by SRP.
 - d. To the extent that SRP determines (in its sole discretion) that the Design Team has not cooperated in the SRP Business Solutions New Construction Program, some or all of the agreed upon EEMs have not been included in the 100% Construction Documents or have not been designed in a satisfactory manner, the Design Team shall not be eligible for the Design Team Service Rebate.
 - e. If the combined project size changes, SRP (in its sole discretion) may revise the Design Team Service Rebate and provide notification to the Customer in writing.
11. **Building Owner Equipment Rebate:** The "Building Owner Equipment Rebate" is a rebate for the installation of eligible EEMs at the customer's planned facility and is calculated as outlined in Section 4 (Rebate Information) of the Program Manual and is available to Customers in both the Enhanced Performance and Expedited Tracks. Building Owner Equipment Rebates are contingent on the as-built building exceeding the ASHRAE 90.1-2013 baseline model by 10% or more on a whole building electric basis. If the energy savings threshold is not met, Customer will not qualify for payment of this rebate under the program. SRP will issue the Building Owner Equipment Rebate payment to the Customer unless the Customer has authorized payment to be issued to a third party as specified in the Building Owner Rebate Payment Release section completed above. This section outlines requirements applicable to the Building Owner Equipment Rebate.

- a. Definitions.
 - i. “Commissioning” shall mean the process of verifying and documenting that the performance of EEMs meets the design intent and Customer’s operational requirements.
 - ii. “Core and Shell” or “CS” projects are projects where the building owner/developer has direct control over the design and construction of the entire core and shell base building systems but limited or no control over the design and construction of the tenant “fit-out”. Examples of such project types are commercial and medical office buildings, retail centers and lab facilities.
 - iii. “EEMs” shall mean the energy efficiency measures included in the building’s design and analyzed by the QSP as part of a final energy model.
- a. Customer shall:
 - i. Provide a completed "Measures Selection Approval Form" identifying agreed upon EEMs as soon as the 100% Construction Documents are ready for the energy design assistance (“EDA”) team’s review and use in developing the pre-construction energy analysis (“PcEA”) report. The Measures Selection Approval Form is a part of and incorporated into this Project Application.
 - ii. Install the agreed upon EEMs by the “Required Completion Date” as states in the Measure Selection Approval Form.
 - iii. Notify SRP of any changes or change orders issued to contractors or installers that materially affect the EEMs’ savings prior to their installation.
 - iv. Provide SRP with proof of construction progress documents every six months following the start of construction and leading up to the project completion date.
 - v. Not later than the Required Completion Date,
 - (1) For CS projects where the customer wishes to take energy savings credit for tenant related EEMs that have yet to be designed or installed in the CS project phase: Provide documentation in the form of tenant lease agreement(s), tenant “fit-out” design specifications and requirements indicating that all EEMs accepted in this project and applicable to tenant “fit-out” shall be included in the tenant “fit-out” and are mandatory per the terms of any lease agreement, existing and future.
 - (2) Properly install or cause to be properly installed the EEMs.
 - (3) Provide SRP with a written notification stating the EEMs are installed and operational.
 - (4) Commission or cause to be properly commissioned the EEMs in accordance with SRP guidelines outlined in the commissioning requirements of the PEA report.
 - (5) Provide SRP with commissioning submittals outlined in the PEA report as soon as readily available
 - vi. EEMs for which a rebate is paid through this Program will not be eligible for rebates in any other SRP Program. Accordingly, the Customer shall not apply for any other SRP rebates with respect to these EEMs at any time before or after the Required Completion Date.
- b. The Building Owner Equipment Rebate will be split into two payments. Upon the Customer submitting the Measures Selection Approval Form, the EDA team shall complete the PcEA report for the measures that are selected by Customer for installation in the proposed building. For the selected measures, the estimated Building Owner’s Equipment Rebate (the “Estimated Rebate”) shall be updated in the approved PcEA report. SRP will review and approve the projected energy savings and Estimated Rebate as evidenced in the PcEA report and a partial payment (50% of the Estimated Rebate) will be issued only after the building construction has actually started. If SRP determines (in its sole discretion) that all of the EEMs (as identified in the approved PcEA report) have been installed and Commissioned in a satisfactory manner, the Customer shall be eligible for the remaining Building Owner Equipment Rebate based on the “Final Rebate” calculated from the final electric energy savings as approved by SRP in the final verification report. The final verified EEM electric energy savings estimates are subject to SRP approval. SRP or Nexant may inspect Customer’s facility to determine if proper installation of the EEMs has been completed.
- c. SRP will review and approve final EEM projected annual electric savings upon completion of the review of the whole building energy model simulation according to the ‘as-built construction documents’ and findings from the final inspection. The total Building Owner Equipment Rebate paid shall be no more than 120% of the Estimated Rebate and will be capped at 75% of the installed measures incremental cost.
- d. To the extent that SRP determines (in its sole discretion) that all of the EEMs have not been installed and Commissioned or that some EEMs have not been installed and Commissioned in a satisfactory manner, Customer shall not be eligible for the Final Rebate. In such event, SRP shall recalculate a reduced Final Rebate, if any, based on the actual EEMs installed and Commissioned in a satisfactory manner, using the same methodology that SRP previously used to calculate the Estimated Rebate.

- e. Required EEM Commissioning may be omitted by the Customer and, if the Customer so elects, the Final Rebate will be reduced by 25%. EEMs where the Customer has elected to omit Commissioning which are later Commissioned are not eligible for an additional rebate.
12. **Right to Inspect:** SRP reserves the right to inspect the facility to verify compliance with the Program requirements. Inspection may include a telephone survey, site visit, and/or the installation of temporary monitoring equipment at any time up to two years after installation. Customers will allow SRP and their subcontractors' reasonable access to and egress from site during normal business hours for inspection purposes. If selected for inspection, the rebate will be withheld pending outcome of the inspection. If the equipment is found to be in compliance with the Program requirements, the rebate will be paid. If the equipment is not in compliance, the Customer will be notified.
13. **Hazardous Materials:** SRP, Nexant, or their respective agents, consultants, and subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials of any kind in connection with the Facility including, but not limited to, 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.
14. **Energy Benefits:** In exchange for any approved equipment and/or service rebates for energy efficiency measures, 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.
15. **Compliance with Law:** Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the 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.
16. **Project Installations:** Customer acknowledges that while the Program may provide rebates supporting the installation of qualifying equipment and related measures, energy assessments and identification of energy efficiency opportunities available at the Customer's facility, neither SRP nor Nexant will install or implement such equipment or measures and the installation of and implementation of any qualifying equipment or measures will be carried out by the contractor working with Customer. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the contractor or retailer selected by Customer. SRP and Nexant assume no responsibility for oversight of contractor services, or for any claims the Customer might have against the manufacturer, the retailer or the contractor with regard to the energy efficiency services or measures implemented under the Program.
17. **No Warranties:** Customer shall independently evaluate any advice or direction given by SRP or Nexant related to estimates of energy savings or the cost, selection or installation of energy efficiency measures. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. SRP and Nexant make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, potential energy or cost savings, performance or effectiveness of any 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, USE, ENERGY SAVINGS, APPLICATION AND NON-INFRINGEMENT.
18. **Customer Information:** By signing this Application, Customer hereby authorizes and acknowledges that SRP may disclose Customer's information relating to a Project Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program including, but not limited to, customer contact information, account information and billing data, energy usage, and tax identification numbers to Nexant and Alliance Participants, as applicable, and any other third party utilized by SRP for the purposes of processing the Customer's application; to confirm eligibility for participation in the Program; to verify equipment installation or service implementation, operation and results; to issue payment on behalf of the Program; to monitor compliance with Program requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, SRP, Nexant, Alliance Participant 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.

19. **Fraud:** 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 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.
20. **Limitation of Liability:** To the fullest extent allowed by law, SRP and Nexant's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with Program requirements, and SRP, Nexant and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, SRP, Nexant, and their respective directors, officers, employees, contractors, and agents shall not be liable hereunder for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages (even if advised of the possibility of such damages), including damages for loss of use or profits regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Customer waives any claims it might have against SRP or Nexant.
21. **Indemnification:** Customer shall defend, protect, indemnify and hold harmless SRP, Nexant and their respective parent company, subsidiaries, board members, employees, subcontractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, costs, expenses, attorney's fees, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, Customer's participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party member against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
22. **Taxable Income:** Customer acknowledges that receipt of any rebate pursuant to the Program may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to 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.
23. **Attorneys' Fees:** If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.
24. **Disputes/Governing Law:** These terms and conditions shall be exclusively governed by and interpreted in accordance with the laws of the state of Arizona. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state of Arizona.
25. **Program Changes:** SRP reserves the right to modify, update, and amend the terms and conditions of the Program, including, but not limited to, making adjustments to incentive amounts, qualifying measures, and changing or cancelling the Program upon thirty (30) days written notice to Customer. Pre-approved applications, for which the applicant has completed all Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by SRP. The Program Agreement may be terminated by SRP, Nexant or Customer at any time without cause. Sections 12-25 will survive the termination of this agreement and remain in full force and effect.
26. **Entire Agreement:** The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms applicable to the Program 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.

APPLICATION CHECKLIST

Before submitting this application please verify the following:

- Are all required fields completed and accurate?
- Did you read and understand the eligibility requirements in the Program Manual?
- Did you read the Terms and Conditions and sign the Project Application?
- Did you attach a completed copy of the W-9 tax form?

SEND COMPLETED NEW CONSTRUCTION PROJECT APPLICATIONS TO:

SRP Business Solutions New Construction Program

3100 W Ray Road, Suite 230

Chandler, AZ 85226

Fax: (480) 345-7601

Email: savewithsrpbiz@srpnet.com