



General Information

Important: This Customer Application must be submitted and approved by SRP to request a no-cost walk-through lighting system assessment and to be eligible for discounted lighting system improvement costs offered by pre-approved Small Business Program Alliance Participants. Please allow seven (7) days for this application to be processed. Ineligible or incomplete applications will not be accepted. Complete program rules and eligibility requirements are provided in the FY20 SRP Business Solutions Small Business Program Manual available on SRP's website at www.savewithsrpbiz.com.

Business Name (as it appears on SRP Bill) Project ("dba") Name

SRP Account Number(s) where assessment will be performed and measure(s) to be installed

Address where assessment will be performed and measure(s) to be installed City State Zip

Customer Contact Name Contact Phone Number Contact Email (Required)

Building Owner (if different) Owner Phone Number Owner Email

Ownership status: [ ] Own [ ] Lease/Rent If lease or rent, remaining term length:

Occupied last 12 months: [ ] Yes [ ] No If no, number of months vacant :

Preferred Small Business Program Alliance Participant (leave blank if none):

How did you hear about SRP's Business Solutions Small Business Program? If other, please specify:

Building Information

Has the facility ever had a lighting upgrade: [ ] Yes [ ] No [ ] Don't know

If yes, how many years ago :

Building size (sq. ft):

Year built:

Primary building use (select ONLY one):

- [ ] Automotive Facility [ ] Hotel [ ] Police/Fire Station
[ ] Convention Center [ ] Library [ ] Post Office
[ ] Court House [ ] Manufacturing Facility [ ] Religious Building
[ ] Dining: Bar Lounge/Leisure [ ] Motel [ ] Retail
[ ] Dining: Cafeteria/Fast Food [ ] Motion Picture Theater [ ] School/University
[ ] Dining: Family [ ] Multifamily Housing [ ] Sports Arena
[ ] Dormitory [ ] Museum [ ] Town Hall
[ ] Exercise Center [ ] Office [ ] Transportation
[ ] Gymnasium [ ] Parking Garage [ ] Warehouse
[ ] Health Care - clinic [ ] Penitentiary [ ] Workshop
[ ] Hospital [ ] Performing Arts Theater [ ] Other:

## Terms and Conditions

Salt River Project offers the SRP Business Solutions Small Business Program (“Program”) to provide qualifying customers a no-cost walk-through assessment of their lighting system and rebates paid to participating Small Business Program Alliance Participants to reduce the cost of eligible lighting equipment. The following terms and conditions apply to the program:

1. SRP has contracted Nexant, Inc. (“Nexant”) to act as the Program Administrator and authorizes Nexant to administer the SRP Business Solutions 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 Program applications are accepted on a first-come, first-served basis. The FY20 Program is effective from May 1, 2019 through April 30, 2020 (“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 FY20, 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 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 Program.
5. The SRP Business Solutions Small Business Program Manual (“Program Manual”) describes 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 available at [www.SaveWithSRPBiz.com](http://www.SaveWithSRPBiz.com) and incorporated herein by reference.
6. To be eligible for rebates through the Program, the customer must:
  - a. Be a current SRP non-residential retail electric customer on an eligible price plan with a total energy consumption, across all accounts, of  $\leq 145,000$  kWh over the last 12 monthly billing cycles.
  - b. Submit a completed FY20 SRP Business Solutions Small Business Customer Application (“Customer Application”) and any supplemental documentation that may be requested to verify energy efficiency measures.
  - c. Purchase and install qualifying equipment as defined in the SRP Business Solutions Small Business Program Manual from one of the approved Small Business Program Alliance Participants.
  - d. Abide by the Program rules, eligibility requirements, and rebate levels in effect at the date of equipment installation.
7. Qualifying equipment as defined in the SRP Business Solutions Small Business Program Manual must be purchased on or after May 1, 2019
8. Discounted pricing offered by Small Business Program Alliance Participants will be valid for sixty (60) days following SRP’s written approval of a Customer Application. Failure to provide any of the required information, including signatures, forms, or other requested documentation, will result in the return of the Customer Application.
9. Rebates requested by the Customer Application may exceed the amount reserved by the Rebate Reservation Request only when funds remain in the program budget and no projects have been placed on a waitlist for program participation. In no instance will the rebate amount issued exceed the rebate amount reserved by more than 120%.
10. Rebate checks will be issued per approved Customer Application to the Small Business Program Alliance Participant.
11. 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.
12. SRP reserves the right to inspect the installed equipment for 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 for quality control. Within 14 days of the request, Customer shall allow SRP and Nexant reasonable access to and egress from the installation site during normal business hours, and make available at least one person familiar with the facility and measures installed. 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. 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.
14. As a convenience to customers, SRP provides a list of contractors, distributors, manufacturers, and other organizations ("Alliance Participants") who may assist customers with SRP programs. Customer acknowledges that Alliance Participants are independent contractors with respect to the Program, and that Alliance Participants are not authorized to make representations or incur obligations on behalf of SRP. Participation in the Program as an Alliance Participant does not constitute an endorsement by SRP, nor does it certify or guarantee the quality of work performed.
  15. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a third party service provider or Alliance Participant ("Customer Contractor") to complete the installation and implementation of any eligible equipment or measures as required by the Program. SRP and Nexant 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 Nexant 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 Program.
  16. 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 Nexant and Alliance Participants, as applicable, and any other third party utilized by SRP for the purposes of processing the Customer Application, to verify or assessment 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, Nexant, 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.
  17. 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.
  18. Notwithstanding anything in these Terms and Conditions to the contrary, in no event will SRP, Nexant, 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 Nexant.
  19. 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.
  20. SRP, Nexant, 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. Replaced equipment must be disposed of or recycled in accordance with local, state, or federal laws and regulations and cannot be resold or reinstalled.
  21. 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. 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**

By signing below, I certify that:

1. As the Customer Representative, I have the authority to bind the Customer to the terms of this Terms and Conditions;
2. I have read, understand, and agree to be bound by and comply with the terms set forth, herein and the FY20 SRP Business Solutions Small Business Program Manual;
3. All information provided by Customer in the FY20 SRP Business Solutions Small Business Customer Application, including attachments, is accurate and complete and I will notify SRP and Nexant immediately of any changes to the information.

Customer Company Name \_\_\_\_\_

Customer Representative

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**For More Information:** For more information about the SRP Business Solutions Small Business Program, customer or measure eligibility, rebates, or other SRP programs please contact us:

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

**SEND COMPLETED CUSTOMER APPLICATIONS TO:**

SRP Business Solutions Small Business Program

3100 W Ray Rd, Suite 230

Phoenix, AZ 85226

Fax: (480) 345-7601

Email: [SmallBusinessSolutions@srpnet.com](mailto:SmallBusinessSolutions@srpnet.com)