

High Efficiency Hot Water Heater Rebate Application

Hawaii Energy Efficiency Program

Residential Program Terms and Conditions

- 1) **Incentives:**

Subject to these Terms and Conditions, the Hawaii Energy Efficiency Program (the Program) will pay rebates for qualifying high efficiency appliances and equipment.
- 2) **Eligibility:**
 - a) **"Customers"** are electric distribution customers of Hawaii Electric Company (HECO), Maui Electric Company (MECO), or Hawaii Electric Light Company (HELCO). Incentives are awarded only to Eligible Customers or their assigned contractors for equipment that is installed in the HECO, MECO, or HELCO service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions.
 - b) **"Qualifying Appliances and Equipment"** are those electricity-saving products that are identified in the program applications and associated materials. All equipment must be new, meet Program specification requirements, and be fully operable prior to incentive payment.
 - c) Incomplete applications will be returned.
 - d) For Completed Projects, Rebate Application must be received within six months of installation.
- 3) **Installation Verification and Data Collection:**
 - a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to incentive payment, at anytime after receipt of applications and up to up to 5 years after payment of incentives.
 - b) The Applicant must provide reasonable access to the facility, the equipment, and related documentation and data.
 - c) The Program may install metering devices on equipment for Program data collection, measurement, and verification purposes.
- 4) **Compliance:**

The Customer is responsible to abide by all applicable laws, rules, and regulations, and to comply with all federal, state, and local codes.
- 5) **Program Availability:**

Rebates are available on a first-come, first-served basis subject to the availability of funds. Program availability, Program terms, and equipment eligibility may change without notice at the discretion of the Program.
- 6) **Publicity:**

The Program reserves the right to publicize participation in the Program for promotional purposes unless the Customer submits a written request to the Program.
- 7) **Disclaimers:**
 - a) The Program is not responsible for any tax liability imposed on the Customer as a result of the payment of rebates.
 - b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any energy or cost savings.
 - c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
 - d) The Program does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program.
 - e) The Program does not guarantee that funding will be available for payment of rebates until this application is approved. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding not be available.
- 8) **Indemnification and Limits of Liability:**
 - a) Customer shall hold harmless the Program and the Program's agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys' fees and costs, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices, or methods involved in this Customer's project.
 - b) In no event shall either the Program, or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 9) **Entire Agreement**

The entire agreement between the Customer and the Program is composed of an approved, fully-executed application, these Terms and Conditions, and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as required.