

1 Applicant Certification:

- 1.1 The applicant agrees that the stated energy efficiency measure(s) is (are) installed and in operation at the address listed in the application, and that the information contained in this application is accurate and complete.
- 1.2 I have read and agree to the Terms & Conditions of this application (General and Specific).
- 1.3 I agree to indemnify, defend, hold harmless and release Cedar Falls Utilities (CFU) from any claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the removal, disposal, installation or operation of any equipment or related materials in connection with the programs described in this application, including any incidental, special or consequential damages.
- 1.4 Cedar Falls Utilities:
 - 1.4.1 does not endorse any provider, manufacturer, product, labor or system design by offering this program;
 - 1.4.2 is not responsible for any tax liability arising from customer's receipt of a rebate payment;
 - 1.4.3 is not responsible for negotiating contractor pricing or expediting contractor work;
 - 1.4.4 does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor or vendor for warranty information);
 - 1.4.5 is not responsible for the proper disposal/recycling of any waste generated by this project;
 - 1.4.6 is not liable for any incidental or consequential damages caused by the installation of the equipment or for any damage caused by malfunction of the installed equipment;
 - 1.4.7 does not guarantee that a specific level of energy or cost savings will result from the implementation of energy efficiency measures or the use of products funded under this program;
 - 1.4.8 may modify or end any cash rebate program at any time without notice. Incentives are available on a first-come, first-served basis. Neither preapproval of a project, nor any other action by CFU, entitles applicant to a rebate payment until and unless this application is approved by CFU. Submitting a completed application does not guarantee receipt of a rebate from CFU.

2 Project Eligibility:

- 2.1 Projects may only apply for rebate programs available during the calendar year that the project was completed.
- 2.2 Applicant must be a CFU customer for the primary energy source (electricity or natural gas) saved by the product for which a rebate is being applied for.
- 2.3 Projects must comply with all applicable federal, state, and local codes, standards, and regulatory requirements.
- 2.4 To evaluate your application, CFU will use the rules listed on the application form that was posted at www.cfu.net on the day CFU receives your application.
- 2.5 All equipment must be new; used or rebuilt equipment is not eligible.
- 2.6 Existing equipment must be removed and may not be resold.

3 CFU Rebate Processing and Application Deadline:

- 3.1 An application must be submitted by January 31 of the year following the calendar year the project was completed.
- 3.2 Allow two to eight weeks for application review and funding of approved rebates.
- 3.3 Incomplete applications may be delayed or rejected.
- 3.4 CFU reserves the rights to:
 - 3.4.1 award rebates in the form of utility bill credits or directly mailed checks;
 - 3.4.2 verify invoices and proof of payments with financial institutions;
 - 3.4.3 notify you of rebate status via text message or email;
 - 3.4.4 require invoices that separately itemize the cost for each equipment type.
- 3.5 In no event will rebate awarded exceed 100% of the total project cost. Total project cost is the total of equipment and labor costs necessary to complete installation. Other limits may apply.

4 Inspection:

- 4.1 Rebates that require inspections must pass required inspections before a rebate will be issued. Specific requirements and instructions are listed on rebate applications.

5 Verification & Publicity:

- 5.1 CFU reserves the right to inspect and verify the installation or conduct additional tests; ask you to complete a customer survey; and/or meter the specified equipment or process, at no cost to the customer, in order to determine the actual energy saved for up to 12 months after the installation.
- 5.2 CFU may publicize your participation in this program unless you request otherwise in writing.
- 5.3 Rebate application information may be shared with state agencies or departments.