

## **2019 Residential Rebate Program Terms & Conditions**

**References to 'electric cooperatives' include Hoosier Energy, its member system electric cooperatives and their agents, affiliates, and subsidiaries.**

**Eligibility requirements and programs are subject to change or termination at any time, with or without notice, at the sole discretion of RushShelby Energy or Hoosier Energy.**

**Applications will not be processed if required documentation/information is not included. Please read the application carefully and include all information requested. Not submitting requested documents will significantly delay processing and may disqualify your application.**

- **Eligibility requirements**
  - Open to residential members of electric cooperatives participating in TEAM UP energy efficiency programs who meet the Program parameters. Please call your co-op to verify participation or see the list at [www.TeamUpToSave.com](http://www.TeamUpToSave.com).
  - Program eligibility includes prior participation in rebate programs, with incentive and measure caps specific for each program. Applications in excess of program caps will not be processed.
  - Location for installation must be the primary residence of applicant, and must be served by the electric cooperative.
- **Program parameters**
  - All rebated equipment must be new; used or rebuilt equipment is not eligible for an incentive.
  - Rebated equipment must meet all requirements for the manufacturer's warranty.
  - Incentive items must be installed on the residence associated with the electric cooperative account listed on the application.
  - Rebated equipment must meet the technical specifications listed in the application form.
  - Equipment and eligibility are subject to program specific requirements.
- **Application procedures and deadlines**
  - Rebated equipment must be installed and operational on or after January 1, 2019 and on or before December 31, 2019.
  - All applications become the property of the electric cooperative and will not be returned. Keep a copy for your records.
  - Applications must be submitted within 30 days of the purchase date or by December 31, 2019, whichever comes first. An invoice, and specified program documentation must be included for the application to be considered complete.

- **Ability to confirm installation (right to conduct inspection)**
  - Pre-install inspection: RushShelby Energy reserves the right to inspect the program participant's premises to verify that equipment meeting program qualifications exists prior to providing an incentive, and the program participant agrees to provide reasonable access to the premises for such purposes.
  - Post-install inspection: RushShelby Energy reserves the right to inspect the program participant's premises to verify that equipment matching the information provided on the program application has been placed in service at that location, and the program participant agrees to provide reasonable access to the premises for such purposes.
    - i. Post inspection, the program participant will have 30 days from the request date to submit any additional information requested by RushShelby Energy. Failure to submit requested information may result in application rejection.
    - ii. If any requested inspection finds the program participant or the program participant's contractor did not comply with program rules and standards, any incentive received must be returned to RushShelby Energy within 60 days of notice of such inspection.
  - RushShelby Energy reserves the right to conduct an additional post-install inspection for program portfolio evaluation, measurement, and verification (EM&V) purposes. Incentives received will not be affected by the results of this inspection.
- **Incentive payments**
  - The incentive payment cannot exceed 75% of the total equipment cost. Installation, taxes and fees cannot be included in the equipment cost.
  - Application approval is not a guarantee of incentive payment.
  - RushShelby Energy reserves the right to withhold payment for products that do not meet the program requirements as determined within its sole discretion.
  - Program funds are limited. Incentives are available on a first-come, first-served basis, subject to application approval.
  - Incentive amounts, thresholds, and offerings are subject to change or termination with or without notice at the sole discretion of RushShelby Energy.
  - RushShelby Energy is not liable for incentives promised to members as a result of a contractor misrepresenting or not verifying the rules of the program. Only RushShelby Energy has the right to approve an application and the incentives.
  - Incentives are paid as a one-time, one-program offer and cannot be combined with incentive payments, rebates, or discount programs from other utility providers.

- **Logo usage**
  - Program applicants and program participants may not use any member cooperative, Hoosier Energy, or Team Up logo or name without prior express written permission.
- **Program Disclaimers**
  - RushShelby Energy and Hoosier Energy
    - i. Do not endorse any particular manufacturer, product, or system design by offering these incentives;
    - ii. Will not be responsible for any tax liability imposed on any program participant as a result of the payment of incentives;
    - iii. Do not expressly or impliedly warrant the performance of any installed equipment and hereby disclaim any and all warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose;
    - iv. Are not responsible for the handling, storage, treatment, transportation, or disposal of any waste generated as a result of any measures for which incentives have been applied for and/or received under this program nor any resultant environmental contamination related to the same;
    - v. Are not liable for any damage caused by the operation or malfunction of the installed equipment; and
    - vi. Do not guarantee that a specific level of energy or cost savings will result from the implementation of energy conservation measures or the use of products funded under this program.