



# FOOD SERVICE PROGRAM

## TERMS AND CONDITIONS

### Read, Sign and Date

1. Must be a non-residential LADWP customer with an active electric meter. The applicant is only eligible to receive rebates for energy efficient products designed to reduce the consumption of the energy distributed to the installation address serviced by LADWP.
2. To ensure payment under the Food Service Program, only qualifying equipment **purchased, installed, and operational will be considered for rebates**. Customers will have 12 months from the purchase date to submit a rebate application. All rebate measures must meet or exceed program requirements at the time of purchase. Program funding will be disbursed on a first-come, first-served basis. Funds will be reserved for 90 days. Rebate dollars allocated for projects not completed **within 90 days will be returned to the program fund**.
3. A rebate check will be mailed after final application approval, provided all required documentation, including itemized receipts, and LADWP inspections have been completed. LADWP reserves the right to request additional information regarding the location and quantity of equipment installed.
4. The signed and dated application, a completed IRS Form W-9 and the product specifications for each measure must be sent to:  
  
**LADWP Food Service Program  
111 N. Hope St., Room 1057  
Los Angeles, CA 90012 – 2607**
5. All equipment must be new. Used, rebuilt, or refurbished equipment is not eligible.
6. LADWP reserves the right to require and perform pre- and post-inspections as a qualifying condition of rebate approval. LADWP may also return to the project site to perform measurement and verification of the implemented measures for up to 3 years after the date of installation.
7. The rebate amount cannot exceed the purchase price of materials and labor.
8. The choice of energy-efficient product(s), selection of contractor, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the applicant. Applicant waives any claims against LADWP arising out of the installation and/or use of the energy-efficient product referenced in this application. LADWP makes no representations regarding manufacturers, dealers, materials or workmanship.

10. The applicant is responsible for meeting all program requirements and for checking with state/county/city governments, property owner and/or homeowner's association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation.
11. Tenants must obtain the owner's permission to install the measure for which the rebate is sought. The tenant's signature on this application indicates such permission has been obtained.
12. LADWP is not responsible for rebate applications and/or documents sent to LADWP that may be lost in the mail.
13. Incentives are taxable and if cumulatively greater than \$600 will be reported to the IRS unless the applicant is exempt. LADWP is not responsible for any taxes that may be imposed on your business as a result of the receipt of this rebate.
14. The selection, purchase, and ownership of products and equipment are the applicant's responsibility and the LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design. LADWP makes no warranty, expressed or implied, including warranty of merchantability or fitness for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof and the applicant waives any claim against LADWP for any reason whatsoever arising out of the implementation of the Non-Residential Rebate Program.
15. Rebates paid shall be based on the rebate rates in effect at the time the completed application is received by LADWP. Rebate rates may change without prior notification.

**This program shall at all times be subject to change or termination without notice.**

**I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE ABOVE TERMS AND CONDITIONS. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE ITEM(S) AND/OR EQUIPMENT FOR WHICH THE REBATE IS SOUGHT MEETS THE REQUIREMENTS LISTED ON THE REBATE FORMS.**

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**Customer Signature**

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**Name (Please Print)**

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**Date**