

## TERMS & CONDITIONS

### LADWP ZBD TERMS & CONDITIONS

1. Funding for the LADWP Zero By Design Program (“LADWP ZBD” or “Program”) of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Incentive payments are not guaranteed. The total combined incentives and grants for a project cannot exceed the total cost of the project.  
  
*LADWP ZBD may be modified, suspended, or terminated without notice.*
2. LADWP ZBD participants and projects must meet the following requirements and guidelines to be eligible for LADWP ZBD incentives:
  - a. Project must be a non-residential or multi-family high rise new construction or renovation/remodel project located within LADWP’s service territory
  - b. The proposed design must exceed Title 24 Standards or a generally-accepted industry standard for energy efficiency by at least ten percent (10%)
  - c. Estimated energy savings, and incentives calculated from those savings, will be based on energy efficiency improvements beyond the minimum current Title 24 requirements
  - d. Projects will be evaluated using the calculated approach, and/or other procedures determined solely by LADWP
  - e. Projects must meet all other LADWP ZBD requirements as specified in the program application
3. “Applicant” or “Owner” is the property owner of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act on their behalf. “Program Manager” is the LADWP assigned program administrator.
4. Only the Customer or Authorized Customer Representative may submit applications.  
  
Applicant understands that submission of a signed LADWP ZBD application constitutes acceptance of the Terms and Conditions of LADWP ZBD and adherence to LADWP ZBD policies and procedures. Applicant further understands that submission of application package does not guarantee participation, nor is it a guarantee of funding availability.  
  
Applicants to the Program must have authority to contract, and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures. The Applicant’s signature on the application indicates such permission has been obtained. This permission also allows LADWP and/or its agents or contractors to carry out LADWP ZBD-related services and/or activities at the project site.  
  
The LADWP ZBD application package may be mailed to:  
  
**LADWP CI&I PROGRAMS**  
**LADWP Zero By Design Program**  
**111 N. Hope Street, Room 1057**  
**Los Angeles, CA 90012-2607**  
  
The LADWP ZBD application package may also be e-mailed to [ladwpzbd@ladwp.com](mailto:ladwpzbd@ladwp.com).  
  
*LADWP is not responsible for LADWP ZBD applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.*
5. Prior to installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and preliminary review completed. Funds will be reserved only upon LADWP approval of the application.  
  
*Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.*
6. The applicant is responsible for meeting all program requirements and for compliance with state/county/city governments, property owner and/or homeowner’s association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.
7. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out LADWP ZBD-related services and/or activities, including but not limited to:
  - a. Pre-construction and/or installation verification to examine the project site and to check the accuracy of the Customer/Authorized Customer Representative’s information as listed in the application, energy model, and/or input forms
  - b. Post-construction and installation verification to check installed equipment and verify the accuracy of the Customer/Authorized Customer Representative’s information on energy efficiency measures and proposed equipment as listed in the application, energy model, and/or input forms
  - c. Third-party Evaluation, Measurement and Verification (EM&V)
8. Estimated incentive amounts noted in the LADWP ZBD Workbook cannot be guaranteed, and may be adjusted based on post-inspection and post trend data verification, and may also be subject to change, if any project-related information is found to be inaccurate, incomplete, or if the project scope changes at any time before the final project review and incentive payment is made by LADWP.
9. Funds will be reserved for 48 months from the date of the Notice to Proceed. Projects not completed within 48 months of the LADWP pre-approval may be cancelled and reserved rebates returned to the program fund.
10. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Customer Representative. Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claims against LADWP arising out of the installation and/or use of the energy efficient product. LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any other party. LADWP will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.
11. All equipment installed must be new. Used, rebuilt, or refurbished equipment is not eligible for incentives.
12. Customer understands the rebate payments are based on related energy benefits over the life of the product. Customer agrees that if (a) Customer does not provide the Los Angeles Department of Water and Power with 100% of the related energy benefits specified in the rebate form for the life of the product

## LADWP ZBD TERMS & CONDITIONS CONTINUED

- or for a period of five (5) years from receipt of rebate, whichever is less, or (b) Customer ceases to be a customer of LADWP during said time period, Customer shall refund a prorated amount of rebate dollars to LADWP based on the actual period of time for which Customer provided the related energy benefits as an electric customer of LADWP.
13. Applicant agrees that they will not apply for or receive any other incentive offered by local or state entities or utilities for measures or services covered under this Agreement
  14. LADWP retains the sole discretion in determining the appropriate values used to calculate the incentive payment amounts. This includes review and analysis of the energy model, inspection findings and, if applicable, measurements and verification data. Incentive payments shall only be paid on rebate measures that exceed program requirements when the application is approved. LADWP reserves the right to modify or cancel the incentive amount if the actual measures installed differ from the measures indicated in Customer's approved application(s).
  15. Applicant must accept as final authority, LADWP's determination of the energy savings and incentive amount
  16. The LADWP ZBD incentive payment(s) are contingent upon the following: final application approval; LADWP has verified incentive calculations and received all required documentation, including Certification of Occupation; permanent electric and water service with the LADWP has been established; and LADWP inspections have been completed. LADWP reserves the right to request additional information regarding the location and quantity of equipment installed.
  17. LADWP ZBD incentive payments shall be based on the rebate rates/schedules in effect at the time the completed LADWP ZBD application is approved by LADWP. The total incentive payment is capped at 75% of the total measure costs, calculated on a per project basis. LADWP ZBD rebate rates/schedules may change without prior notification.  
  
***Savings are based on annualized energy savings as determined by approved LADWP ZBD energy modeling software, reviewed, and accepted by LADWP.***
  18. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
    - a. Completed and signed application
    - b. Completed LADWP ZBD Workbook
    - c. Completed energy model and, if applicable, engineering calculations to demonstrate energy savings when applying under the LADWP ZBD Whole Building Performance path (Part C)
    - d. Schematic drawings and/or manufacturer specification sheets
    - e. Invoices and/or documentation to support installation costs
    - f. Completed and signed LADWP ZBD Installation Report
    - g. Completed and signed IRS Form W-9
    - h. LADWP ZBD Payment Assignment Form, if applicable
    - i. Additional project-specific documents as requested by LADWP
  19. All costs, materials and labor, will be reviewed for reasonableness by the Program Manager referencing RS Means cost estimates. Only reasonable costs incurred for the implementation of the prescribed measures will be approved for payment by the program.
  20. Incentives are taxable, and if cumulatively greater than \$600, will be reported to the IRS. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this incentive payment.
  21. LADWP's and/or its consultants' review of the design, construction, operation or maintenance of the project or energy efficiency measures (EEMs) shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project EEMs, nor shall the Customer/Authorized Customer Representative, in any way, make such a representation to a third party. Customer/Authorized Customer Representative and contractor/engineering firm/vendor/installer is solely responsible for the economic and technical feasibility, operational capability and reliability of project EEMs. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of EEMs for any particular purpose.
  22. The selection, purchase, and ownership of products and equipment are the Customer's/ Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design. LADWP makes no warranty, expressed or implied, 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 Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claim against LADWP for any reason whatsoever arising out of the implementation of the EEMs.
  23. Customer/Authorized Customer Representative/Contractor, at their own expense, shall obtain and maintain all licenses and permits required by federal, state, local, or other governing agency. Any failure by the Customer/Authorized Customer Representative/Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.
  24. The Customer/Authorized Customer Representative shall not use LADWP'S corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without LADWP'S prior written consent. The Customer/Authorized Customer Representative shall make no representations on behalf of LADWP.
  25. Disclaimer: The Customer/Authorized Customer Representative understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.  
  
Limitation of Liability: LADWP shall not be liable for any loss, claim, damage, or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed.
  26. LADWP shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors of any tier, and any special, incidental, indirect or consequential damages incurred by the Customer/Authorized Customer Representative.
  27. By applying for an LADWP incentive and/or program, personal information provided may be subject to public disclosure by requesting parties, pursuant to the California Public Records Act.