

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.