

**Web Enabled Programmable Thermostat  
Rebate Application  
Attachment A**



PARTICIPANT INFORMATION			
Facility Name	Make Rebate Payable to:		
Facility Address	City	State	Zip
Mailing Address	City	State	Zip
Contact Name	Tacoma Power Account Number		
Phone Number	Email Address		
Building type	Heating type	Air Conditioning	

**TECHNICAL ELIGIBILITY REQUIREMENTS**

1. Pre-approval is required for quantities greater than **25 units**.
2. New, qualifying equipment must be installed in a business location within the Tacoma Power service territory.
3. The existing building must be heated by electric resistance or a heat pump.
4. The thermostat must meet the following standards:
  - a. Be installed in accordance with manufacturer's instructions
  - b. Control the electric heating unit directly
  - c. Allow remote, web-based monitoring and programming capabilities
  - d. Provide a defined setback schedule and temperature set points during all unoccupied periods (e.g. evenings, weekends, holidays and breaks)
  - e. Be programmed for a limited duration, occupied period override
  - f. Have battery and memory backup to retain settings during power or internet losses

Quantity Purchased	Programmable Thermostat Manufacturer	Model Number	Date Installed	Rebate per TSTAT	Total Rebate (\$)
				\$200.00	
				\$200.00	

**How to Receive Rebate**

- 1 The following information must be submitted to Tacoma Power within **60 days** of programmable thermostat installation.
  - a. A completed Rebate Application form.
  - b. A list of all addresses and account numbers with qualified programmable thermostats installed.
  - c. Copies of all invoices pertaining to the purchase and installation of equipment.
- 2 Review Terms and Conditions of Rebate on page 2, sign, date and print name and title below.
- 3 Submit all required documents to your Tacoma Power representative via mail, fax or email.

MAIL	FAX	EMAIL
C/I Equipment Rebates Tacoma Power CEP 4SE P.O. Box 11007 Tacoma, WA 98411	(253) 502-8276 Attn: CI TSTAT REBATES	<a href="mailto:power@cityoftacoma.org">power@cityoftacoma.org</a> Subject: CI TSTAT REBATES

**By signing below I certify that I have read and accept the Terms and Conditions and Technical Eligibility Requirements of this rebate offer.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

INTERNAL USE ONLY	
Project ID	Approved by Customer Energy Programs
Staff Contact	Approved by City Finance
Date Rec'd	Approved as to Form and Legality Deputy/Assistant City Attorney

## **Terms & Conditions of Rebate**

In consideration of the mutual benefits to be derived hereunder, the City of Tacoma, Department of Public Utilities, Light Division (d/b/a and hereafter referred to as "Tacoma Power") and the Applicant \_\_\_\_\_ (hereinafter "Participant") agree to the following terms and conditions:

**1. General Eligibility Requirements:**

- A.** Rebates are offered for the purchase of new web enabled programmable thermostats that meet the technical eligibility requirements specified on Attachment A.
- B.** Qualifying equipment must operate in facilities that are occupied at least 1,000 hours annually (about 20 hours per week).
- C.** Qualifying equipment must be installed and operate in the Tacoma Power service territory on or after December 1, 2013.

**2. Energy Conservation Measure Installation:** Participant represents that it has the right to, and will, install the Energy Conservation Measures (ECMs) designated on Attachment A at the Facility identified in the Application and that any necessary consents have been obtained. Participant is solely responsible for implementing the ECMs and for ensuring ECM installation (including equipment purchased, work performed, required permits and material disposal, if any) complies with applicable federal, state and local safety, building, electrical, and environmental laws, codes, regulations and standards and any manufacturer instructions. The Participant assumes full responsibility for the design and installation of said measures and full financial responsibility for any measures which do not meet the rebate qualifications.

**3. Schedule:** To obtain a rebate, Participant must submit a fully completed signed and authorized Application, with final cost documentation attached, within **60** days following ECM installation.

**4. Rebate Amount and Payment:** The rebate amount will be determined by the number of eligible ECMs actually installed according to the rebate payment levels set forth in Attachment A. The actual amount of the rebate will be determined according to the "Rebate per Thermostat" payment levels set forth in Attachment A and is limited to a maximum of 100% of the documented cost of the installed ECM. In no event will the rebate amount exceed \$25,000.00. Tacoma Power will make rebate payment following (A) Tacoma Power's verification of approved ECM installation and (B) Participant's submission of all required final cost documentation. The dollar amounts specified in Attachment A are subject to change without notice prior to the date approved by Tacoma Power.

**5. Verification:** Participant agrees to assist Tacoma Power's verification of ECM installation and energy savings as follows:

- A. Access and Inspection:** Participant shall, upon request, provide Tacoma Power and its representatives: (1) reasonable access to and inspection of the Facility and ECMs installed therein before, during and/or after implementation, and (2) reasonable access to, inspection and use of energy usage data related to the ECMs including release of utility bills and Facility energy consumption information following implementation.
- B. Final Cost Documentation:** As a condition of Tacoma Power's payment of rebate(s) hereunder, Participant agrees to promptly provide to Tacoma Power, upon request, documentation verifying equipment purchased and/or work performed including, but not limited to: sales slips, purchase orders, invoices, and other written information pertinent to the ECMs installed showing vendor name, brand, model, and dates of purchase and of installation.

**6. Limited Role of Tacoma Power:** The purchase and installation of ECMs described in Attachment A are the sole responsibility of Participant. Tacoma Power is not a party to any contract(s) for the purchase of material or labor and shall have no liability whatsoever for contracts between Participant and third party suppliers and/or contractors. Tacoma Power's sole responsibility hereunder is limited to providing financial incentives for approved installations.

- A. No Endorsement:** Tacoma Power does not endorse any particular contractor, manufacturer or product in promoting this rebate program. The Participant acknowledges that Tacoma Power in no way influenced the choice of contractor or specific brands of equipment.
- B. No Warranties/Disclaimer:** Tacoma Power's verification, inspection and/or monitoring activities are solely for its own program purposes and no warranties to, or reliance by, Participant shall be implied. Tacoma Power makes no express or implied warranties of any kind under this Agreement and makes no representations regarding the results to be achieved by the ECMs to be installed.

**7. Limitation of Liability and Indemnification:** Tacoma Power's entire liability hereunder is limited to payment of rebates specified in Attachment A according to the terms and conditions hereof. In no event shall Tacoma Power's total liability in connection with this Application, regardless of legal or equitable basis, exceed the amount of any rebate offered per a completed and authorized Application.

To the fullest extent allowed by law, Participant agrees to indemnify, defend, and hold harmless Tacoma Power and its officers and employees, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including reasonable attorney's fees and costs) arising from or in connection with the willful misconduct or negligence of Participant, its employees, agents and/or contractors in the performance of this Agreement. Participant specifically assumes liability for actions brought by the Participant's own employees against Tacoma Power and, solely for the purpose of this indemnification and defense, the Participant expressly waives any immunity under state industrial insurance law, Title 51 RCW. Participant acknowledges that this waiver was the subject of mutual negotiation. This indemnification shall survive termination of this Agreement

**8. Miscellaneous:**

- A. Entire Agreement/Severability:** This Application, including these Terms and Conditions and Attachment A, comprises the entire AGREEMENT between the Parties regarding the rebate payments and ECM installation. All prior communications, representations, promises, or conditions relating to the subject matter of this Agreement are superseded hereby. If any term, condition or provision of this Agreement is declared void, unenforceable or limited in its application by any court or administrative body having jurisdiction, such event shall not affect any other provision, which remaining provisions shall continue in full force and effect in accordance with their terms.
- B. Modification:** No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.
- C. Authority to Enter into Agreement:** By signing and submitting the Application, I represent and warrant that I have read, understand, and agree to the foregoing Terms and Conditions and that I am the owner or duly authorized agent of the owner of the Facility with full power to accept said Terms and Conditions.
- D. Counterparts Clause:** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile, pdf, or other form of electronic signature shall be sufficient to bind a Party hereto.