



TERMS AND CONDITIONS **Business Rebate**

Application

These Terms and Conditions are for energy-efficient product rebates only.

Backup Power Generator Rebate Terms and Conditions can be found [here](#).

1. To be eligible for a rebate in accordance with this application, I must be a customer of Pacific Gas and Electric Company (PG&E) with an active meter and be installing a qualified product(s) (Product). All references to the term “install, installation or similar phrases” shall mean that the product is completely installed and is entirely functional and operational.
2. I understand for each Product installed the requirement is to identify each Service ID# on the “Rebate Product Information.” I also agree to provide PG&E with 100 percent of the energy savings for the rated life of the Product(s) or for a period of five years from receipt of rebate, whichever is less. If I do not provide the energy savings or if I cease to be a customer of PG&E during the five years, I shall refund a prorated amount of rebate dollars based on the time installed.
3. I understand the rebate is determined by the date the application is received. I understand in order to receive a rebate, I must submit (postmark or submit online) my application within **60 Days** from purchase date, installation date, or account establishment date (SAID activated) whichever is latest. Products purchased and installed in adherence to these terms are eligible for a rebate, provided rebate funding is still available. Funding is available on a first-come, first-served basis.
4. Rebate offerings and rebate amounts may change without notice during the Term. Resale products, rebuilt, rented or leased less than five years, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products, do not qualify for any rebate. The terms and the application requirements may be modified or terminated without prior notice. Complete applications must be postmarked and received by PG&E’s Application Management Center within **60 Days** from installation date, purchase date, or account establishment date (SAID activated), whichever is later.
5. I understand only complete applications can be processed for rebates. Failure to submit a complete application may result in delay or rejection of a filed application. Complete applications must include all required application information, a signature, proof(s) of purchase and other required documentation for all products as referenced in this application. Original applications will become the property of PG&E. PG&E is not responsible for items lost or destroyed in transit through the mail or electronic medium.
6. HVAC AND LIGHTING CONTROL WORKFORCE STANDARD QUALIFICATION REQUIREMENTS.
To be eligible for an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation for (1) HVAC Measure Installation Qualification the person doing the work must have at least one of the following criteria:
(a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the California Contractor’s State Licensing Board; and for (2) LC measures the person doing

the work must produce an installer certification from the California Advanced Lighting Controls Training Program.

7. I will allow, if requested, a representative from PG&E, the CPUC, or any authorized third party reasonable access to my property to verify the installed Product before a rebate is paid. I understand a rebate will not be paid if I refuse to participate in any required verification that is scheduled within 30 days of PG&E contacting me. PG&E may contact the product vendor and/ or installer, if needed, to verify purchase and/or installation and may provide my name and/or address to third parties to complete this verification.
8. I certify that I have installed Product(s) in accordance with all applicable federal, state, and local laws, building codes, manufacturer's specifications, and permitting requirements. If a contractor performed the installation or improvement, the contractor holds the appropriate license for the work performed.
9. I understand the rebate amount cannot exceed the purchase price of the Product, nor can it include taxes or shipping costs. PG&E reserves the right to limit the number of products rebated.
10. I understand I cannot receive a rebate for the same Product(s) from more than one California investor-owned utility or other rebates funded through CPUC authorized energy efficiency funds. Products discounted by PG&E at the point of sale are not eligible for additional rebates.
11. I understand that PG&E is not the seller, manufacturer, or installer of any products purchased or installed pursuant to this agreement and that PG&E makes no warranty, guarantee or representation, express or implied, regarding the products' installation, operation, or maintenance, including without limitation the implied warranties of merchantability and fitness for particular purpose, which are hereby disclaimed.
12. I agree that PG&E is not responsible and has no liability to me for any damages arising from any products or their operation, including without limitation any power outages or degradation of the power supply attributable in whole or in part to the products, or for any injury or death, or any damage to the site, buildings or other assets at the site, caused by the products or any additional or related equipment, their operation or malfunction, their proper or improper electrical connections, or inadequate or excessive power output unless PG&E's actions are proven to be reckless or intentional. I, as a participant of the energy efficient product rebate program, understand and agree that I am solely responsible for the safe and reliable installation and use of the products at my own risk.
13. I agree to indemnify and hold harmless PG&E, and its subsidiaries and affiliates and each their directors, officers, agents, owners, current and former employees (collectively the PG&E entities) from and against all loss, damage, expense, fees, costs and liability arising from any claims related to any Products installed or services performed during the installation or maintenance of such Products unless PG&E's actions are proven to be reckless or intentional . I also waive and release PG&E and the PG&E Entities from any claims, lawsuits, complaints, damages or charges that I may have related to the product and/or use of the Products whether based in tort, negligence, product liability, or contract. I waive any right I may have under Section 1542 of the California Civil Code which provides: a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
14. If I am a tenant, I am responsible for obtaining the property owner's permission to install product(s) for which I am applying for a rebate. My signature on this application indicates I have obtained this permission.
15. **CPUC Authority:** These Terms and Conditions can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E. Any information, results and reports regarding this Agreement and Customer's Project shall be made available to the CPUC.



TERMS AND CONDITIONS

Non-Residential Generator Rebate Program Application

I understand receiving a rebate under the Non-Residential Generator Rebate Program (GRP) is subject to me reading and agreeing to these GRP Application (Application) Terms and Conditions (Terms).

- 1. Customer GRP Rebate Eligibility.** I (Customer) must have a Pacific Gas and Electric Company (PG&E) active Electric account tied to a qualifying address (Site), have not participated in PG&E's Customer Resiliency Programs that include, the California Foundation of Independent Living Centers Disability Disaster Access and Resources Program, the Portable Battery Program, and the Self-Generation Incentive Program and meet the following criteria:
 - My Site is located in a high fire threat district (HFTD) tier 2 or 3 area on the California Public Utilities Commission (CPUC) HFTD map at: <https://ia.cpuc.ca.gov/firemap> OR is served by an Enhanced Powerline Safety Setting (EPSS) circuit. Please contact generatorbatteryrebateprogram@pge.com to verify.
- 2. Qualifying Generator Product.** A qualifying Generator product (Product) to receive a rebate under GRP must be listed on [PG&E's Catalog Qualifying Product List](#). Resale Product, rebuilt, refurbished, rented, or leased Product less than five years, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing Product, Product discounted by PG&E at the point of sale do not qualify for a GBP Rebate. PG&E reserves the right to limit the number of Product rebated. All portable generators must be California Air Resources Board (CARB)-compliant.
- 3. Product Date of Purchase and Application Submittal Requirement.** The rebate Application must be submitted within 12 months from purchase date of qualifying Product or by December 31, 2024, whichever date is sooner. Each qualifying Product purchased requires a separate GBRP Application submittal.
- 4. GRP Rebate Funding Amount.** Rebate funding is available on a first-come, first-served basis until depleted and is limited to one GRP Rebate of \$300. The rebate amount cannot exceed the purchase price of the product, nor can it include taxes or shipping costs. The total Rebate amount does not exceed the qualifying Product's purchase price.
- 5. Application Information and Right to Inspection Requirements.** This Application must include the Product's proof of purchase, and any other PG&E requested documentation. PG&E is not responsible Application documentation lost or destroyed in transit through the mail or electronic medium. Customer agrees PG&E or the CPUC may inspect the installed Product used at the Site during reasonable hour within 30 days upon PG&E's request to inspect. An incomplete Application or failure to grant inspection access may result in the customer's Application being rejected and thereby not receiving a GRP Rebate.
- 6. Application Information and Right to Inspection Requirements.** This Application must include the Product's proof of purchase, and any other PG&E requested documentation. PG&E is not responsible Application documentation lost or destroyed in transit through the mail or electronic medium. Customer agrees PG&E or the CPUC may inspect the installed Product used at the Site during reasonable hour within 30 days upon PG&E's request to inspect. An incomplete Application or failure to grant inspection access may result in the customer's Application being rejected and thereby not receive a GRP Rebate.
- 7. Product Operational Verification and Compliance.** I verify the Product works, I know how to operate and maintain the Product in a safe and reliable manner, I will follow the Product's manufacturer and operational instructions, specifications, obtained any permits, consents, and complied with relevant laws, regulations and building codes and standards required to operate and install the Product at my Site.

- 8. No warranty, guarantee or representations.** I understand that PG&E is not the seller, manufacturer, or installer of the product, and does not make any warranty, guarantee or representation, express or implied, regarding the product's condition or its installation, operation, or maintenance, including without limitation the implied warranties of merchantability and fitness for particular purpose, which are hereby disclaimed.
- 9. Limitation of liability.** I agree that PG&E is not responsible and has no liability to me for any damages arising from the product or its operation, including without limitation any power outages or degradation of the power supply attributable in whole or in part to the product, or for any injury or death, or any damage to the site, buildings or other assets at the site, caused by the product or any additional or related equipment, its operation or malfunction, its proper or improper electrical connections, or inadequate or excessive power output unless PG&E's actions are proven to be reckless or intentional. I, as a participant of the non-residential generator and battery rebate program, understand and agree that I am solely responsible for the safe and reliable installation and use of the equipment at my own risk.
- 10. Indemnity, Release, and Waiver.** I agree to indemnify and hold harmless PG&E, and its subsidiaries and affiliates and each their directors, officers, agents, owners, current and former employees (collectively the PG&E Entities) from and against all loss, damage, expense, fees, costs and liability arising from any claims related to the Product installed or services performed during the installation or maintenance of such Product unless PG&E's actions are proven to be reckless or intentional. I also waive and release PG&E and the PG&E Entities from any claims, lawsuits, complaints, damages, or charges that I may have related to the product and/or use of the Product whether based in tort, negligence, product liability, or contract. I waive any right I may have under Section 1542 of the California Civil code which provides: a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- 11. Governing Law and Dispute Resolution.** Any disputes arising out of or relating to these Terms shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. Any dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration in San Francisco administered by the American Arbitration Association in accordance with the then-current Commercial Arbitration Rules.
- 12. Double Dipping with Other Rebate Offerings.** If Customer receives a GBRP Rebate they may be precluded from receiving another rebate for the same product(s) from another energy savings program funded through CPUC and administered by PG&E or another utility.
- 13. CPUC Authority.** These Terms can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E. Any information regarding this Application shall be made available to the CPUC.