



## TERMS AND CONDITIONS

# Residential and Non-Residential Generator and Battery Rebate Program Application

I understand receiving a rebate under the Residential Generator and Battery Rebate Program (GBRP) is subject to me reading and agreeing to comply with these GBRP Application (Application) Terms and Conditions (Terms).

- 1. Customer GBRP 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 meet the following criteria:
  - a. My Site is located in a high fire threat district (HFTD) tier 2 or 3 area on the HFTD map 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 at <https://vizmap.ss.pge.com/>.
- 2. Qualifying Generator or Battery Product.** A qualifying Generator (Product) must be listed on [PG&E's Catalog Qualifying Product List](#) to receive a rebate under GBRP, while the portable battery (Product) are eligible to participate provided the product is portable, not greater than 1 kWh (1,000 Wh) and not less than 290 Wh. Products cannot not fall under our exclusion criteria. Exclusions include resale products, rebuilt, refurbished, open-box, 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, USB power stations, USB power banks, non-integrated battery, car batteries, power inverters, and commercial power stations. PG&E reserves the right to limit the number of Products 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, 2025, whichever date is sooner. Only one rebate can be received per customer account.
- 4. 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.
- 5. No warranty, guarantee or representations.** I understand that PG&E is not the seller, manufacturer, or installer of the product, and that PG&E 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.
- 6. Existing Tariffs.** These Terms do not alter or amend any existing tariffs under which PG&E provides electric services to me and the Site, including and not limited to, Electric Rule 14.
- 7. Emergency Site Generator or Battery Plan.** I agree I will have an emergency contingency plan for my Site to protect against any Product malfunctions and in a crisis will contact 911.
- 8. 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 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.

- 9. 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 out of or related in any way to the Product and/or these Terms 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 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.
- 10. GBRP Rebate Funding and Amount.** Rebate funding is available on a first-come, first-served basis until depleted and is limited to one (1) GBRP Rebate of \$300 per household (PG&E account). The rebate amount cannot exceed the purchase price of the product, nor can it include taxes or shipping costs. However, Customers who participate in PG&E's California Alternate Rates for Energy (CARE) Program or Family Electric Rate Assistance Program (FERA) can receive an up to an additional \$200 if the total Rebate amount does not exceed the qualifying Product's purchase price.
- 11. Application Information and Right to Inspection Requirements.** This Application must include the Product's proof of purchase, proof of delivery, and any other PG&E requested documentation. PG&E is not responsible for 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 a 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 GBRP Rebate.
- 12. 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.
- 13. 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. Customer cannot receive two rebates for the same product (e.g., portable generators or portable batteries).
- 14. 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.