



## TERMS AND CONDITIONS

# 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 the Self-Generation Incentive Program and meets 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. Please contact [generatorbatteryrebateprogram@pge.com](mailto:generatorbatteryrebateprogram@pge.com) to verify.
- 2. Qualifying Generator or Battery Product.** A qualifying Generator or Battery product (Product) to receive a rebate under GBRP must be listed on [PG&E's Catalog Qualifying Product List](#). Resale Product, rebuilt, 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 GBRP 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, 2023, 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 Guarantee or Representation.** PG&E does not guarantee or make any representation regarding the Product's condition, installation, operation, or maintenance and is not responsible for any power outages or degradation of its power supply, electrical connections, or inadequate or excessive power output that may impact the Product's use, operation or malfunction or that may cause any injury or damages.
- 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. **No Warranty.** PG&E makes no warranties, either express or implied, concerning the Product's use and disclaims any warranty of merchantability or its fit for a particular purpose, express or implied.
9. **Indemnity, Release, and Waiver.** I hereby agree to release, indemnify, and hold harmless PG&E from any claims arising out of or related in any way to the Product and/or these Terms absent PG&E's actions are proven to be reckless and intentional. I also waive any right I may have under Section 1542 of the California Civil Code which provides: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE—A General Release does not extend to claims which the creditor does not know or suspect to exist at the time of executing the release, which if known must have materially affected the parties settlement.
10. **Limitation of Liability.** Neither PG&E or Customer shall be liable to the other for incidental, special, punitive, or consequential damages.
11. **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. 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 Program or Family Electric Rate Assistance Program can receive an additional \$200 if the total Rebate amount does not exceed the qualifying Product's purchase price.
12. **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 GBRP Rebate.
13. **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.
14. **Double Dipping with Other Rebate Offerings.** If Customer's receives a GBRP Rebate they have not and are 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).
15. **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.