



## TERMS AND CONDITIONS

# Backup Power Generator for Water Well Pumps Rebate

I understand receiving the qualifying Backup Power Generator (BPG) rebate (Rebate) is subject to me reading, understanding, and agreeing to these BPG Rebate Terms and Conditions (Terms).

- 1. Eligibility.** To be eligible for the BPG Rebate, I must be a Customer of Pacific Gas and Electric Company (PG&E) with an active Electric account, my address using the qualifying BPG depends on a water well pump for its water needs and is located in a high fire threat district or risk area (HFRA) tier 2 or 3 area on the HFRA map by the California Public Utilities Commission at: <https://ia.cpuc.ca.gov/firemap> (collectively the Customer's Site or Site).
- 2. Purpose and Use.** The BPG Rebate is offered to subsidize the cost of the qualifying BPG used at my Site during power shutoffs. I agree to obtain any permits or consents required to operate the BPG at my Site and will comply with the BPG's manufacturer and operational instructions, specifications, and relevant federal, state, local laws, regulations and building codes and standards.
- 3. No Guarantee or Representation.** PG&E does not guarantee or make any representation of a qualifying BPG condition, its installation, operation, or maintenance and is not responsible for any power outages or degradation of the power supply attributable to it in whole or in part, its proper or improper electrical connections, or inadequate or excessive power output that may impact its use, operation or malfunction causing any injury or death, damages to the Site, or otherwise.
- 4. Existing Tariffs.** These BPG Rebate 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.
- 5. Emergency Backup Plan.** I understand and agree I will have an emergency contingency plan for my Site to protect against any BPG malfunctions and in an emergency will contact 911.
- 6. Backup Power Generator Operational Verification.** Prior to submitting the BPG Rebate Application I will verify the BPG works and know how to operate and maintain it in a safe and reliable manner.
- 7. No Warranty.** PG&E makes no warranties, either express or implied, concerning the possession, use, condition, and/or operation of a qualifying BPG purchased and/or used at the Site and disclaims any warranty of merchantability or its fit for a particular purpose, express or implied.

- 8. 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 BPG Rebate or the BPG Rebate Term requirements, the qualifying BPG's performance, unless PG&E's actions are proven to be reckless and intentional. I also agree to hereby waive any right I may have under Section 1542 of the California Civil Code which provides as follows: 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 in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. Neither PG&E or Customer shall be liable to the other for incidental or consequential damages.
- 9. BPG Qualification and Date of Purchase.** The BPG must be listed on PG&E's Catalog Qualifying Product List and purchased between January 1, 2021 through December 31, 2021.
- 10. Rebate Funding and Amount.** PG&E administers the funds for the BPG Rebate which is limited to one (1) BPG Rebate in the amount of \$300 or \$500 if the Customer participates in PG&E's California Alternate Rates for Energy Program (CARE) or Family Electric Rate Assistance Program (FERA), for the qualifying BPG purchased per the PG&E Customer's Site.
- 11. Rebate Application and Right to Inspection.** A PG&E online BPG Rebate application (Application) must be executed for each qualifying BPG purchased during the BPG Rebate Purchase Period. The Application must include the required information, the qualifying BPG proof of purchase, and any other PG&E requested documentation which once submitted becomes the property of PG&E. PG&E is not responsible for items lost or destroyed in transit through the mail or electronic medium. Customer also agrees PG&E may inspect the qualifying BPG at the Customer's Site where it is used during reasonable business hours and will grant such access within 30 days upon PG&E's request. An incomplete Application or failure to grant inspection access may result in the BPG Rebate Application being rejected.
- 12. Governing Law and Dispute Resolution.** This Agreement and all disputes arising out of or relating to it 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 ("AAA") in accordance with the then-current Commercial Arbitration Rules.