TERMS AND CONDITIONS

Backup Power Generator for Water Well Pumps Rebate

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

1. **Eligibility.** To be eligible for a qualifying BPG Rebate, I must be a Customer of Pacific Gas and Electric Company (PG&E) with an active Electric account, be dependent on a water well pump to satisfy my water needs, and my address is located in a high fire threat district or high fire risk area (HFRA) tier 2 or 3 as determined by the California Public Utilities Commission on the HFRA map at: [https://ia.cpuc.ca.gov/firemap](https://ia.cpuc.ca.gov/firemap).

2. **Purpose and Use.** The BPG Rebate is being provided to mitigate the impact of power shutoffs and I agree it is my sole responsibility to obtain any permits or consents from third parties in order to use the Backup Power Generator and to comply with all manufacturer instructions, specifications, federal, state, local laws and applicable building codes.

3. **No Guarantee.** PG&E does not guarantee the condition of the Backup Power Generator, its installation, operation, or maintenance and is not responsible for any power outages or degradation of the power supply attributable in whole or in part to the Backup Power Generator, or for any injury or death, or any damage to the site, buildings or other assets at the site, caused by the Backup Power Generator, its operation or malfunction, its proper or improper electrical connections, or inadequate or excessive power output.

4. **Existing Tariffs.** Nothing in this Agreement alters or amends the terms of existing tariffs under which PG&E provides electric services to me, including but not limited to, the provisions of Electric Rule 14.

5. **Emergency Backup Plan.** In addition to the purchase of a qualifying Backup Power Generator, I need and will have an emergency contingency plan to protect against any Backup Power Generator malfunctions. In the event of an emergency I will immediately contact 911.

6. **Backup Power Generator Operational Verification.** Before PG&E provides the BPG Rebate, it is my responsibility to ensure the Backup Power Generator works, to understand how it works, that it must be operated in a safe and reliable manner, and to know how to keep it safe and secure while it is in my possession.

7. **No Warranty.** PG&E makes no warranties, either express or implied, with regard to the possession, use, condition, and/or operation of the Backup Power Generators or the distribution of the BPG Rebate. 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 backup power generator’s performance and/or PG&E’s actions pursuant to these BPG Rebate Terms and Conditions, unless PG&E’s actions are proven to be reckless and intentional. Neither party shall be liable to the other for incidental or consequential damages under this agreement. 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.”
8. **Rebate Funding.** PG&E funds the BPG Rebate but does not own or maintain the Backup Power Generator. The BPG Rebate is limited to one (1) rebate per qualifying Backup Power Generator purchased, per PG&E’s eligible customer address.

9. **Rebate Amount.** The rebate amount is $300 per qualifying Backup Power Generator, per eligible PG&E Customer or $500 if the customer participates in PG&E’s California Alternate Rates for Energy Program (CARE) or Family Electric Rate Assistance Program (FERA).

10. **Product Qualification and Date of Purchase.** New Backup Power Generators as identified on PG&E’s Catalog’s Qualifying Product List must be purchased between May 1, 2020 through December 31, 2020 to qualify for the BPG Rebate (the BPG Rebate Purchase Period).

11. **Complete Rebate Documentation.** An online BPG Rebate application must be executed for each qualifying Backup Power Generator bought by an eligible customer during the BPG Rebate Purchase Period. Incomplete documentation may result in rejecting the BPG Rebate.

12. **Submittal Rebate Required Documentation and Inspection.** The BPG Rebate documentation must include all required application information, proof of purchase, and any other PG&E requested documentation which 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. Access to inspect the Backup Power Generator must be made available for inspection upon PG&E’s request during reasonable business hours.

13. **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.