

REBATES TERMS & CONDITIONS

1. In order to receive the rebate(s), Participant responsibilities are:
 - Identify project and contact PACE advisor.
 - Obtain project bid from a contractor identifying existing equipment/fixtures and equipment/fixtures to be installed.
 - Work with PACE advisor to submit a Rebate Reservation: **Written confirmation of a rebate reservation is the only way to ensure that rebate funds available be held for your project.** A signed contract is required to reserve rebates over \$5,000. A contractor bid and written intent to proceed by the business is required to reserve rebates between \$1,000 and \$5,000.
 - Purchase and install eligible equipment.
 - Work with PACE advisor to submit Rebate Application after installation of eligible equipment. Application must include itemized and dated invoice.
 - Otherwise comply with any additional PACE requirements as communicated by a PACE advisor.
2. Rebates will be awarded for **energy efficiency projects** completed between January 1, 2023 and December 31, 2023, or until all rebate funds are awarded. All supporting documentation required to complete the rebate application must be submitted to PACE/Boulder County on or before December 31, 2023.
3. By applying for this rebate, the Participant is not guaranteed a rebate. Qualified participants that satisfy program requirements will be eligible to receive, but are nevertheless not guaranteed, a rebate. Participants must demonstrate that the business, facility and installed equipment meet all eligibility criteria in order to qualify for a rebate. Rebate awards shall be made at the sole discretion of PACE/Boulder County, which may be subject to funding limitations.
4. Participants may utilize the Rebate Reservation process to hold rebate funds for a specific project for a pre-specified period of time. The reserved rebate funds will be awarded so long as the project is completed and the necessary supporting documentation for the rebate application is
 - submitted on or before the Rebate Reservation expiration date; and so long as all other rebate eligibility requirements are satisfied. Rebate Reservations will be secured on a first-come, first-served basis. All other rebate funds will be awarded on a first-come, first-served basis.
 - Reservations for lighting projects will be held for up to 60 days
 - Reservations for non-lighting projects will be held for up to 90 days
 - Reservations for renewable energy projects will be held for up to 12 months
 - Businesses may be allowed to request one extension of the reservation, subject to approval by a committee
5. PACE/Boulder County may award additional rebate dollars, above designated caps, to a particular parcel if it is determined, within the sole discretion of PACE/Boulder County, that more funding is merited for a particular parcel. The term “parcel” shall refer to an individual unit of real property as designated by the Boulder County Assessor.
6. The simple payback period for the project, as determined by PACE/Boulder County, must be greater than one year.
7. The rebate recipient affirms that the rebated equipment will remain in operation for at least two years. Where PACE/Boulder County finds that rebated equipment has been removed or decommissioned within two years of service, the undersigned Participant shall reimburse PACE/Boulder County the amount of the rebate funds awarded for such equipment.
8. PACE/Boulder County reserves the right to limit the total amount of rebate dollars awarded to an individual business or parcel. Factors determining such limits may include, but are not limited to, the greenhouse reductions resulting from the project, available rebate funds, total project costs, other incentive for which the project may be eligible, and the potential rebate amount relative to past rebates awarded to other businesses. Any rebate limits will be identified at time of the rebate reservation.
9. It is the Participant’s responsibility to select and schedule a contractor to perform the work, and payment of such contractor’s invoice is the sole responsibility of the Participant, and not that of Boulder County or its representatives.
10. Participant hereby acknowledges that the PACE/Boulder County makes no representations or

warranties for materials provided by or work performed by contractors, vendors, consultants, or Participant's own employees as applicable to measures installed.

- 11. Boulder County retains the right to visit and inspect the Participant's property for the purpose of verifying equipment installation and deemed savings for which this Application is submitted. Participant agrees to authorize Boulder County to access the property to perform such inspections.
- 12. **The Participant shall comply with all applicable federal, state, and local regulations, requirements, ordinances, and statutes.**
- 13. Participant agrees to ensure that potentially hazardous or regulated wastes (e.g., PCB-containing ballasts, fluorescent lamps, high-intensity discharge lamps, etc.) are handled and disposed of in compliance with applicable federal, state, and local laws and regulations and shall be discarded in accordance with Boulder County's PACE Waste Management Plan. Participant will give permission for its local utility company to provide energy data to Boulder County by signing a separate waiver.
- 14. Participant acknowledges that it may be required to complete an IRS Form W-9, or otherwise provide its business taxpayer identification number, for Boulder County financial reporting purposes.
- 15. The participant certifies that it is not a Governmental Entity. The term "Governmental Entity" shall refer to any branch or department of the Federal Government, the State of Colorado and its political subdivisions, any county, city, town, township, or district.
- 16. Participant agrees to indemnify and hold harmless Boulder County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified

parties as a result or on account of the actions or omissions of Participant, its employees, agents, representatives, contractors, subcontractors, or other persons acting under Participant's direction and control pursuant to these Rebates Terms & Conditions. Nothing contained herein shall be construed in any way to be a waiver of Boulder County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

- 17. Participant's failure to comply with these Rebates Terms & Conditions shall entitle PACE/Boulder County to a refund of all funds awarded to Participant hereunder.

PARTICIPANT SIGNATURE

(Property or Business Owner)

By signing below, I agree that I have read, understood, agree and possess the authority to agree to these terms and conditions on behalf of the Participant.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PAYEE

Please designate to whom the rebate check should be made payable and to where the check should be sent.

Payee Name: _____

Address 1: _____

Address 2: _____

City: _____ State: ____ Zip: _____

For questions regarding the PACE service or rebate eligibility, call 303-786-7223.