

## PSO Business Rebates - Terms and Conditions

Project Information	
<b>Company Name:</b>	<b>Application ID or Project Number:</b>
<b>Address:</b>	<b>City:</b>
<b>Project Status:</b> <input type="checkbox"/> Needs Pre-Approval <input type="checkbox"/> Equipment purchased but not installed <input type="checkbox"/> Equipment was installed on: _____	
<b>*Required for Lighting Projects only: Annual Hours of Operation Calculation Worksheet</b>	
<b>For Interior Lighting:</b> Please list the daily hours the interior lights are on, including janitorial hours: Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Sun: _____ Annual Number of Holidays, where the building is closed _____ & Hours per Holiday, closed _____ <div style="text-align: center;"><b>Calculate the Annual Hours (per location/area, if different)</b></div> (Total Hrs per Week _____ x 52 Weeks) – (Nbr of Holidays _____ x Hrs per Holiday _____) = _____ <b>Annual Hours</b> Will the lights connect to existing occupancy/daylight sensors? <input type="checkbox"/> No <input type="checkbox"/> Yes If so, where: _____ Will new occupancy/daylight sensors be installed? <input type="checkbox"/> No <input type="checkbox"/> Yes If so, where: _____	
<b>For Exterior Lighting:</b> Will the lights be connected to existing photocells or timers? <input type="checkbox"/> No <input type="checkbox"/> Yes If the exterior lights are controlled by a photocell, the annual hours are 3,996. If the exterior lights are controlled by a mechanical/electrical timer or manual switch, calculate hours: (Weekly hours ext. lights are "On" _____ x 52 weeks) = _____ <b>Total annual hours on a timer/switch</b>	
Payment Information	
<b>Check Payable to:</b> <input type="checkbox"/> PSO Customer <input type="checkbox"/> Service Provider <input type="checkbox"/> Other: _____	
<b>PSO Customer Signature:</b>	

### Customer Acknowledgement

By signing below, I hereby certify that I have reviewed and verified the Annual Hours of Operation and Project Status (as listed above), and that I have read and agree to the Terms and Conditions (listed on page 2).

<b>PSO Customer or Authorized Representative Name:</b>	
<b>Signature:</b>	
<b>Title:</b>	<b>Date:</b>
<b>Email:</b>	<b>Phone:</b>

Sign digitally using Adobe Reader, or print and sign this document, then submit via:

**Upload:** to [PSOBusinessRebates.com](http://PSOBusinessRebates.com) in the project's Supporting Documents section

**Email:** [Businesses@PowerForwardWithPSO.com](mailto:Businesses@PowerForwardWithPSO.com)

**Mail:** ICF, 110 W 7<sup>th</sup> St, Suite 1705, Tulsa, OK 74119

**Fax:** 877.568.2501

For more information about the program, visit [PowerForwardWithPSO.com](http://PowerForwardWithPSO.com) or call 888.776.1366.

## Terms and Conditions

Note: The term "contractor" includes service providers.

1. **Eligibility:** Rebates are available to PSO non-residential electric customers for the purchase and installation of qualifying energy-savings measures in the PSO service territory, subject to these Terms and Conditions (T&Cs). High volume electric usage Customers that have elected to opt out of energy efficiency offerings, by notifying PSO in writing using the PSO provided Opt-Out form, are not eligible to participate. PSO reserves the right to deny any application that may result in PSO exceeding its rebate budget. Rebates are limited, offered on a first-come/first-served basis, and are subject to project and Customer eligibility and funds availability. Rebates cannot exceed the cost of materials and labor and may be subject to additional caps based on project type.
2. **Dates:** Rebates are available for energy-savings measures purchased after January 1, 2022, and before December 31, 2024.
3. **Authorization, Rebate Changes, Suspension, or Cancellation:** PSO may change the rebate requirements, rebates or T&Cs, including suspending acceptance of applications or terminating the offering, at any time and without notice. In the event of a rebate change, pre-approved applications will be processed to completion under the T&Cs in effect at time of pre-approval. Submission of a completed application does not entitle Customer to rebate participation. For projects requiring pre-approval, entitlement to rebate participation and PSO's obligation to pay rebates may occur only after PSO has granted written authorization, which PSO may grant or not at its sole discretion.
4. **Project Approval:** Pre-approval may be required based on quantity of fixtures, size of project, or rebate amount. See specific technical requirements for details. All custom projects require pre-approval regardless of project size or rebate amount. PSO reserves the right to inspect any project prior to pre-approval. For projects requiring pre-approval, no project-related energy-savings measures may be ordered or installed prior to the date of PSO's pre-approval. Violation of this prohibition will disqualify the energy-savings measures for rebates. Projects must be completed by the date listed on the pre-approval notification letter (within 180 calendar days for retrofit projects and 365 calendar days for new construction projects). Applications for projects not requiring pre-approval must be submitted within 60 days of the invoice date (for retrofit projects) or the certificate of occupancy (for new construction projects).
5. **Publicity:** PSO reserves the right to publicize your participation in this program.
6. **Proof of Purchase:** Prior to PSO's verification of the energy-savings measure installation, Customer must provide copies of all invoices or other appropriate documentation that clearly verifies the costs of purchasing and installing the measure(s), including all material, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all measures purchased for installation under the rebate application, including model numbers and quantity.
7. **Project Verification:** PSO may conduct an inspection of Customer's facility to verify pre- and post-installation conditions or verify documentation prior to rebate payment at any time after receipt of an application. PSO is not obligated to pay any rebate until it has performed a satisfactory post-installation inspection. Should PSO determine that energy-savings measures were not installed in accordance with the approved application, or if an unapproved measure was installed, or if the installation was not consistent with generally accepted engineering/construction practices, changes may be required before payment is issued. PSO's sole obligation is limited to paying properly qualified rebates as specified herein. PSO shall not be liable either to Customer or to any other party for any special, indirect, consequential, or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this rebate offering.
8. **Customer Tax Obligation:** Customer or Customer's designated contractor is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any rebate payment. PSO shall not be liable for any federal, state, and local taxes that may be owed on or as a result of any rebate payment.
9. **Compliance:** Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of energy-savings measures. Customer also agrees to comply with all federal, state, and local laws, codes, and regulations related to the installation and disposal of all equipment.
10. **Removal of Equipment:** Customer agrees to remove and dispose of the equipment being replaced by the energy-savings measures in accordance with all legal requirements. Customer agrees not to reinstall any of this equipment in the PSO service territory or transfer it to any other party for such installation.
11. **Replacement of Failed Equipment:** Customers who install energy-savings measures are expected to replace any of the measures that fail with similar or superior energy savings equipment at Customer's expense.
12. **Evaluation Follow-up Visits:** With advance notice, PSO reserves the right to make or to have its contractor(s) make follow-up visits to Customer facilities during the 36 months following completion of the project to provide PSO with an opportunity to review the operation of the energy-savings measures for evaluation purposes. Customer agrees to cooperate with this effort.
13. **Contractor Selection:** Customer may select any Oklahoma licensed contractor to perform the work contemplated by the application, even after the application is pre-approved by PSO. However, PSO reserves the right, in its sole discretion, to prohibit specific contractors from rebate participation.
14. **No Warranties:** PSO does not endorse, guarantee, or warrant any manufacturer or product and PSO provides no warranties, express or implied, for any products or services, and herein specifically disclaims any such guarantees or warranties. PSO and ICF provide no warranties regarding safety, health, or wellbeing. PSO is not liable or responsible for any act or omission of any contractor hired by Customer. Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. Customer acknowledges that neither PSO nor any of its consultants are responsible for ensuring that the design, engineering, and construction of the facility or installation of the energy-savings measures are proper or comply with any particular laws (including patent laws), codes, regulations, or industry standards. PSO makes no representations of any kind regarding the results to be achieved by the measures or the adequacy or safety of such measures.
15. **Limitation of Liability:** PSO's sole obligation is limited to paying the properly qualified rebates specified herein. PSO shall not be liable to Customer or any other party for any special, indirect, consequential, or incidental damages, including any damages relating to safety, health, or wellbeing, regardless of the theory of recovery, caused by or arising from any activities associated with this rebate offering.
16. **Obligations between the Parties:** Customer acknowledges that any contractor selected by Customer is not an agent, contractor, or subcontractor of PSO and is an independent contractor engaged by Customer, and that PSO does not manage or control the contractor's performance. PSO shall have no obligation to maintain, remove, or perform any work whatsoever on the energy-savings measures installed. PSO shall have no liability for a contractor's failure to perform, for failure of the energy savings measures to function, for any damage to Customer's premises caused by the contractor, or for any and all damages to property or injuries to persons caused by or associated with the energy savings measures.
17. **AEP/PSO Logo:** Customers or market providers may not use the AEP or PSO logo in any marketing, advertising, or promotional materials without PSO's prior written permission.
18. **The Incentive Payment may be required to be issued to the Service Provider.** At the sole discretion of PSO/ ICF, it shall be required that the Contractor/ Service Provider be designated as the recipient of the incentive rebate instead of the customer on future applications if the Contractor/ Service Provider has demonstrated a significant reduction of final incentives earned from estimated and submitted incentive requests due to improper entries or non-compliance of the terms and conditions of the PSO applications on previously submitted projects.
19. **Equipment should be installed as specified by the Manufacturers Installation Instructions.** Materials and Equipment installed on projects with applications for incentives/ rebates from the PSO Business Rebates Program should be installed in a safe, professional manner using good workmanship and following the Manufacturers Recommended Installation Instructions. Where required, the installations should comply with the current edition of the applicable National, State and Local safety codes and be installed by a qualified and licensed contractor for the trade in which they are working. At the sole discretion of PSO/ ICF, installation of equipment that is installed in an unsafe manner or does not follow the Manufacturer's Installation Instructions may not be eligible for a rebate.
20. **Excessive equipment substitutions or proposed product revisions will not be allowed.** It has always been a requirement that any equipment substitution requests to the original proposed and pre-approved product be pre-approved before they are installed. However, at the sole discretion of PSO/ ICF, reprocessing or payment of incentives may be denied on equipment substitutions or proposed product revision requests or substitutions after the original proposed equipment has been pre-approved, even if the request is made before installation, if the Contractor/ Service Provider has demonstrated a history of excessive product changes.
21. **Right to Refuse:** PSO, ICF, Contractor and the third party verifier have the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or wellbeing. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact. PSO, ICF, Third Party Verifier and Authorized contractor reserve the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or wellbeing.
22. **Miscellaneous:** These T&Cs and this application, of which these T&Cs are an integral part, constitute the entire agreement between the parties and supersede all other communications, representations, and understandings.