



Business Custom Water Rebate Screening Request

Promotion Dates: 01/01/2024 – 12/31/2024

By signing this Business Custom Water Rebate Screening Request ("Request"), the account holder ("Participant") affirms the accuracy of the information provided and agrees to the terms and conditions listed and all applicable program rules of the Business Custom Water Rebate Program ("Program") and Colorado Springs Utilities' ("Utilities") Tariffs and Utilities Rules and Regulations, all as amended from time to time.

ACCOUNT HOLDER INFORMATION

Utility Account #: _____ Account Name: _____
(as shown on utility bill)

Installation Address: _____ City: _____ State: CO Zip Code: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____
(If different from installation address)

Third Part Designee Name (if applicable): _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Site Contact: _____ Email: _____ Phone: _____

Project Name: _____ Tax ID: _____

DESCRIBE the project scope of work, including a basic description of the facility, its functions, location of affected equipment and typical operating hours.

Proposed Project Start date: _____ Proposed Project End Date: _____

PRELIMINARY WATER SAVINGS ESTIMATE

Gallons per year _____

Please attach supporting documents to substantiate savings estimates.

PRELIMINARY COST SAVINGS ESTIMATES

Estimated Project Cost _____ Estimated Yearly Cost Savings _____ Simple ROI _____

Incremental Cost of High Efficiency Option (if applicable) _____

Please attach supporting documents to substantiate cost estimates.

TERMS AND CONDITIONS

- 1. REBATE OFFER:** This Request covers products purchased and installed after January 1, 2024. The rebate offer is not retroactive for products purchased or installed prior to January 1, 2024.
- 2. ELIGIBILITY:** Rebates are available to active Utilities' commercial and industrial water customers for the purchase and installation of qualifying water savings measures in the Utilities' service territory. Rebates are offered on a first-come, first-served basis and are subject to project and customer eligibility and availability of funds.
- 3. APPROVAL AND VERIFICATION:** Approval from Utilities will be required for all requests. Projects must be completed within 90 days of date on Approval to Proceed letter, otherwise may risk unavailability of funds. All projects require pre-installation inspection. Utilities reserves the right to verify sales transactions and to have reasonable access to Participant's facility to inspect the installed water-saving measures prior to issuing rebates or at a later time. Utilities reserves the right for any reason to stop screening proposed water saving measures at any time without notice. In particular, Utilities may disqualify any screening request that may result in Utilities exceeding the Business Custom Water Rebate program budget. Utilities reserves the right to cap the rebate paid to any one Participant.
- 4. SUBMISSION OF SCREENING REQUEST:** This Request must have complete information and be submitted prior to the new equipment being purchased. This signed Request must be returned to Utilities, c/o Business Custom Water Rebate, 2855 Mesa Rd. Colorado Springs, CO 80904 or by email to WaterRebates@csu.org.
- 5. COMPLIANCE:** All projects must comply with all federal, state and local, laws, rules, regulations and codes, and insurance requirements, as applicable. Existing equipment must be removed and disposed in a proper and legal manner. Utilities encourages that equipment is disposed of and/or recycled in an

environmentally friendly manner. New equipment must meet specification requirements and be purchased and operating after submitting this Request, unless the program manager issues a conditional approval to proceed. Only one rebate may be granted for each project.

6. **PAYMENT:** If all required paperwork is submitted and approved by Utilities, rebate payments will be made within an estimated 6 to 8 weeks of the completion of the post-installation inspection or measurement and verification process, if required, whichever occurs last. The benefits/payments conferred upon Participant through participation in this Program may be taxable by the federal, state, and local government. Participant is responsible for declaring and paying all such taxes. The party receiving the incentive payment (Participant or third-party designee) must complete IRS Form W-9 (Oct. 2018 Rev.) and submit it to Utilities with the screening request.

7. **INSPECTION:** Participant agrees, as a condition of participation in the Program, to cooperate with activities designed to evaluate Program effectiveness, such as allowing on-site inspection and measurement and verification of installed projects.

8. **UTILITIES' LOGO:** Participant may not use the Utilities or Program name or logo in any marketing, advertising, or promotional materials without Utilities' prior written permission, which may be granted or withheld by Utilities in its sole and absolute discretion.

9. **DISCLAIMERS:** Utilities: (1) does not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program; (2) will not be responsible for any tax liability imposed on a Participant as a result of the payment of rebates; (3) is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and (4) is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.

10. **VERIFICATION:** Prior to paying any rebate, Utilities reserves the right to conduct a site visit to Participant's location to verify that the installed equipment is eligible for rebate. This post-Approval to Proceed site visit, and all aspects related to this site visit, is conducted solely for such purpose. This site visit is not a safety review and is not intended for any other purposes. A rebate will not be paid if Utilities is not able to conduct any required verification. Additionally, if the site visit indicates that the equipment is not eligible for a rebate, such that a rebate should not have been issued, then any rebate already paid to Participant with respect to such ineligible equipment shall be immediately returned by Participant to Utilities.

11. **SCREENING REQUEST DOES NOT ENTITLE REQUESTOR TO PROGRAM PARTICIPATION:** The Program may be altered, suspended, or canceled by Utilities at any time without prior notice. Under such circumstances, a Participant is not entitled to any Program benefits in excess of those approved prior to such action by Utilities. Submission of a completed Request does not entitle the requestor to Program participation. Program participation only occurs after Utilities issues an Approval to Proceed letter.

12. **REMOVAL OF EQUIPMENT:** Participant agrees, as a condition of participation in the Program, to remove and dispose of the equipment being replaced by the water savings measures in accordance with all legal requirements. Participant or its third-party designee agrees to not re-install any of the replaced equipment in the Utilities service area.

13. **CHANGES TO THE PROGRAM:** Utilities may change the Program and the Terms & Conditions at any time without notice.

14. **NO WARRANTIES:** Utilities does not endorse, guarantee, or warrant any particular manufacturer or product and Utilities provides no warranties, expressed or implied, for any products or services. Participant's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. Participant acknowledges that neither Utilities nor any of its consultants are responsible for assuring the design, engineering and construction of the facility or installation of the water savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. **UTILITIES DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE WATER SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

15. **LIMITATION OF LIABILITY:** Utilities sole liability is limited to paying the properly qualified rebates specified herein. Neither Utilities nor its officers, directors, employees, agents or representatives shall be liable to Participant or any other person for any damages whatsoever, including, without limitation, direct damages, indirect damages, special damages, consequential damages, incidental damages, loss of use, lost profits, or increased costs of purchased or replacement material and equipment, regardless of the theory of recovery, caused by or arising from or in connection with any activities associated with this Program. Nothing related to the Program shall be interpreted to limit or prevent the protections afforded to Utilities under the Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

16. **VENDOR SELECTION:** Utilities acknowledges that Participant may select any vendor or contractor to perform the work contemplated by this Request, even after the Request is submitted for screening by Utilities. Notwithstanding the foregoing, Participant acknowledges that Utilities has the right to prohibit specific vendors or contractors from Program participation for any reason or no reason in its sole and absolute discretion.

17. **OBLIGATIONS/INDEMNIFICATION:** Participant acknowledges that any contractor selected by it is not an agent, contractor or subcontractor of Utilities. Utilities shall have no obligation to maintain, remove or perform any work whatsoever on the water savings measures installed. Utilities shall have no liability for any contractor's failure to perform, for failure of the water savings measures to function, for any damage to Participant's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the water savings measures. Participant hereby releases Utilities and shall fully protect, defend, indemnify and hold harmless Utilities, the City of Colorado Springs, the City Council for the City of Colorado Springs, the Colorado Springs Utilities Board of Directors, and their respective employees, agents and representatives from and against any and all claims, costs (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, claims of personal injury, death or property damage, causes of action, or liability of any nature arising from, related to or connected to participation in the Program by Participant or its contractors, agents and representatives.

18. **GOVERNING LAW:** This Request and the Program shall be construed in accordance with the laws of the State of Colorado without reference to conflict of laws, the Colorado Springs City Charter, City Code, Ordinances, Tariffs, or Utilities' Rules and Regulations.

19. **APPROPRIATION OF FUNDS:** In accord with the Colorado Springs City Charter, performance of Utilities obligations under this Request and the Program is expressly subject to appropriation of funds by Colorado Springs City Council. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs or any other constitutional, statutory, or charter debt limitation. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of Utilities' obligations, or appropriated funds may not be expended due to the City Charter spending limitations, then this Request and applicable portions of the Program shall thereafter become null and void by operation of law, and Utilities shall thereafter have no liability for compensation to Participant in excess of Utilities authorized appropriation.

SIGNATURE _____

Note: This application only starts the process, it does not obligate Colorado Springs Utilities to pay a rebate.

Signature Required: _____ Date: _____