

City of Longmont Incentives and Request for Payment Terms and Conditions

By participating in the City of Longmont's Rebate Program (Program), you acknowledge and agree that your customer data may be shared with third-party Program implementors for a variety of purposes. Customer data may include, but is not limited to, name, address, contact information, account number, utility usage data as well as details regarding your participation in the Program. These details may include, but are not limited to, audit results, rebate amounts, and products purchased related to participation. Purposes for which your customer data may be shared or used include, but are not limited to, determining your eligibility for the Program, Program administration, marketing, quality control, providing you with products or services you request, offering you products or services that may be of interest to you, or analyzing your utility usage. The City of Longmont may not have control over your customer data and cannot guarantee that it will remain confidential. You acknowledge that you are the owner of the property receiving Program services, or are otherwise eligible to receive Program services, and that you are authorized to consent to the disclosure of the data as specified in this form ("Participant").

2. To be eligible for water incentives, the project site must be a water customer of City of Longmont.
4. The Participant hereby certifies that this project has been completed to their satisfaction, and that this application accurately portrays the project. In particular, the equipment is operational; the application accurately describes the existing and new equipment; all equipment quantities are correct; and the attached invoices accurately reflect the project costs.
5. Participant acknowledges that program procedures, requirements and incentive levels are subject to change or cancellation without notice.
7. Upon reasonable request, City of Longmont representatives will be allowed access to the site listed in the application to verify equipment installation, characteristics, quantities, and/or performance.
8. The participant understands that City of Longmont cannot pay more than 100% of the project cost for qualified measures.
10. The City of Longmont reserves the right to claim and own any environmental attribute credits ("Credits") resulting from the contractors' projects receiving a benefit or cash incentive from the City. Credits include any credits, credit certificates, efficiency credits, white tags, carbon or greenhouse gas credits,

offsets, or allowances, and environmental air quality credits, offsets, allowances. Credits do not include any state tax credits, investment tax credits, and any other tax credits or tax benefits that are or will be generated by or related to the project.

11. For the avoidance of doubt, you agree that City of Longmont does not provide any guarantee or warranty with respect to the products or services, including, without limitation, any guarantee or warranty that the products or services will result in impacts to water usage or cost implications. The City of Longmont makes no warranties for materials provided by or work performed by Participant's contractors, vendors, consultants, or Participant's own employees. The City of Longmont is not responsible for errors in or misrepresentations of the incentive amount by contractors, consultants, or vendors.
12. Participant is responsible for securing any permits for work funded through this program as required by local codes. Participant shall comply with all applicable federal, state, and local regulations, ordinances, and statutes.
13. Participant agrees to ensure that potentially hazardous or regulated wastes are handled and disposed of in compliance with applicable federal, state, and local laws and regulations.
14. In consideration of receiving the incentives stated herein, Participant shall indemnify, protect, defend, and hold harmless, City of Longmont, its board members, directors, officers, employees, partners, principals, contractors, agents, and representatives, from and against any and all claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including but not limited to, reasonable attorneys' fees and the costs of defense arising, directly or indirectly, in whole or in part, out of Participant participation in the Program, the performance of the measures, or the provision of assistance and incentives by the City related to the Program.
15. Incentive funds will be reserved for no more than 45 days beyond the estimated completion date listed in this application and no more than 45 days beyond building occupancy for new construction/major renovation projects Participant shall notify City of Longmont immediately if completion of the project is expected to be delayed beyond this time. The City will seek to provide funds for projects that are delayed, provided such funds are available, but is under no obligation to do so.
16. Participant shall require that all parties, contractors, or subcontractors implementing the proposals and/or installing the measures that are the subject to this Agreement maintain comprehensive general liability insurance in amounts not

less than \$500,000 each person / \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence / \$1,000,000 in aggregate for property damage. If the Participant is implementing the proposals and / or installing the measures, the Participant shall maintain insurance in the amounts specified herein.

18. Participant agrees to receive future correspondence via information listed in this application regarding Program offerings.
19. The City of Longmont and/or its representatives may include a description of this project, including the nature and extent of Participant's participation and other project details in its case studies, brochures, press releases, its web site advertisements and other marketing materials presented to the public.
20. These Terms and Conditions, any Program manuals and any other application forms submitted by the Participant constitute the entire agreement between the parties concerning the subject matter hereof. No prior representation, promises, statement, warranties, understandings, or agreements concerning the subject matter hereof shall modify or affect these Terms and Conditions.