



333 W El Camino Real, Suite 290 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | [SVCleanEnergy.org](http://SVCleanEnergy.org)

## Terms and Conditions

1. The launch date of this Program is July 17, 2020, and the application window will close on February 28, 2021.
2. The installation address must receive SVCE's generation service.
3. Only one (1) rebate is available per residence.
4. Property owner acknowledges the existing water heater being replaced in this program is at least five (5) years old.
5. The electric heat pump water heater installed in this program is new and has not been in operation prior to this installation.
6. Property owner agrees to comply with all permitting and inspection rules and regulations set forth by their local Authority Having Jurisdiction.
7. Property owner agrees to keep the new heat pump water heater unit at the installed residence for a minimum of seven (7) years, unless the heat pump water heater unit no longer functions in its primary role as a water heater.
8. Property owner and all entities named in the Application will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of project operation, program compliance, and project records. All information collected will be held confidentially and will be used by SVCE or its authorized representative for program analysis purposes only. Building Owner/Manager shall cooperate to provide access to the project at reasonable times, for a period of up to two (2) years from the date of receipt of an award under this Program.
9. An award may be considered income and may be taxable. An Applicant selected as an awardee is responsible for determining whether a tax liability exists.
10. An award may be reduced by \$1,000 per program guidelines based on dual participation in another local rebate program for heat pump water heaters.
11. SVCE makes no representations or warranties, express or implied, regarding the design, construction, reliability, performance, operation, maintenance, or use of any equipment, or installation discussed, selected, rejected, purchased, or otherwise considered by Applicant and/or Building Owner/Manager. Any decisions regarding the selection, design, purchase, installation, use, and operation of any equipment or consideration or selection of any contractor shall be at the sole discretion and are the sole responsibility of the Applicant and/or Building Owner/Manager.
12. SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.
13. These Terms and Conditions apply for all application packages submitted on or after July 17, 2020. If Applicant fails to comply with any of these Terms and Conditions, as determined by SVCE, Applicant agrees to repay the award in an amount determined by SVCE within 30 days of written notice by SVCE.
14. SVCE may waive any of these Terms and Conditions, at its sole discretion.



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## **APPLICANT AGREEMENT**

By submitting this Application and signing below, I, the undersigned Applicant, agree that:

1. I have read and understand and agree to the FutureFit Heat Pump Water Heater Program's rules, requirements, and Terms and Conditions set forth in this Application and on the main program website.
2. I certify that the information that I have supplied on this Application and in the attached documentation, if any, is true, accurate and complete to the best of my knowledge.
3. I have obtained approval from all other parties or entities listed in this Application to release the information contained herein. I certify that I am authorized to submit this Application on behalf of the project listed herein; to allow SVCE to use the information in this Application; and to provide SVCE with access to the Project site.
4. SVCE may discuss this project with other persons or entities who were involved in the project and are identified in this Application.
5. SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this Application.
6. I agree to provide SVCE and its representatives and agents reasonable access to the Project site to evaluate this Application, conduct follow-up activities, or perform Program evaluation, measurement and verification.
7. I agree to indemnify, defend, and hold harmless SVCE and its members, officers, officials, agents, employees, and volunteers from and against all claims, losses, damages, expenses, and liabilities, including any injury to or death to any person or damage to property or other liability of any nature, arising out of or in any way connected to this Application for FutureFit Heat Pump Program or to the Project, excepting only such claims, losses, damages, expenses, or liabilities caused by the intentional act or sole and active negligence of SVCE.