

Easy Upgrades Terms & Conditions

Applicant Information and Agreement

Eligibility

The Easy Upgrades Program applies to commercial or industrial facilities served by Idaho Power on Schedules 7, 9, 19. Residential buildings, irrigation systems, and street lighting accounts are *not* eligible. Details of this program, including incentive levels, are subject to change without prior notice and at Idaho Power's sole discretion.

Preapproval Application

Submittal of a Preapproval Application and accompanying product spec sheets and data is required for all VFD projects and projects with a projected incentive of \$1,000 or more prior to the purchase and installation of the equipment. Idaho Power will review the Preapproval Application and, if approved, will notify the applicant to proceed with equipment purchase and installation. A site inspection of the facility may be required prior to giving preapproval and will be at the sole discretion of Idaho Power. No warranty is implied by this inspection or the incentive. Incentive payments will be made after the project has been completed and the Payment Application has been submitted, reviewed, and approved by Idaho Power.

Proof of Purchase

Equipment must be purchased and installed before payment will be issued. Sales slips, invoices, or other documentation itemizing the new equipment purchased must accompany each incentive application. The proof of purchase should indicate the size, type, make, model, or part number of each product installed and the date of purchase.

Payment Application

Applicants shall submit a Payment Application upon project completion. Each Payment Application shall provide as much detail as deemed necessary by Idaho Power. A copy of all project-related invoices and supporting documentation must accompany the Payment Application. Idaho Power reserves the right to perform a site inspection of the work performed prior to issuing payment. No warranty is implied by this inspection. Incentive payments are for projects where the equipment installed is intended for long-term use. Submitting the Payment Application with incomplete or missing information will delay check processing and/or cause return of the application. False information may lead to cancellation of this and future incentive applications and/or a claim by Idaho Power for the return of any incentive. Idaho Power will not pay more than 100% of the product price and labor, as shown on the invoices. Projects receiving incentive payments through any other Idaho Power incentive program are not eligible for payment through this program for the same equipment or features.

Third Party Payment

Third party payments are possible, at Idaho Power's sole discretion. If the incentive check is to be made payable to a third party, the applicant must initial consent on the corresponding section of the application. In addition, the required "payee" information must be provided on the application. While the applicant understands that they will not receive the incentive check, the applicant is still bound by the requirements of this agreement. Idaho Power reserves the right to deny third party payment on any given project and/or issue a joint check. Nothing in this paragraph shall be construed or interpreted to create a contractual relationship of any kind between Idaho Power and any entity other than the applicant, or place any obligation on Idaho Power to pay any entity other than the applicant.

Project Review and Verification

Any project may be subject to an on-site inspection either before, during, or after the project is completed, at Idaho Power's sole discretion. Idaho Power reserves the right to verify sales transactions and inspect all installations.

Tax Liability

The applicant is responsible for any tax liability imposed as a result of the payment of incentives. Taxpayer identification numbers are required from each applicant prior to payment. Incentive payments greater than \$600 will be reported to the IRS each year.

No Endorsement

Idaho Power does not endorse any particular manufacturer, product, system design, or design professional in promoting this program. Measures on the application are not necessarily applicable for installation in every building. The omission of other measures does not in any way imply that they may not be effective.

Safety and Building Codes

The applicant represents that the project complies with all applicable laws, including without limitation, federal, state, and local safety, building and environmental rules, ordinances, codes, regulations and accepted industry standards. All products must be UL-listed and installed per manufacturer's instructions.

Appropriate Waste Disposal

The applicant represents that all wastes generated as a result of this project are solely the responsibility of the applicant. Applicant further agrees that any waste generated as part of this project will be managed, transported, recycled and/or disposed of in strict compliance with any applicable federal, state or local laws and rules. Idaho Power does not endorse any waste management, transportation, disposal, or recycling options and Idaho Power will not provide any third party payments to waste transporters, disposal facilities, or recycling facilities under this agreement. The applicant will contact DEQ and/or EPA regarding any questions on proper disposal to ensure understanding and compliance.

Disclaimer of Warranties

Idaho Power neither expressly nor implicitly warrants the performance of installed equipment. The applicant understands that, while Idaho Power may provide an incentive payment to encourage energy efficiency, Idaho Power is not liable for the proper completion of the work performed or the proper performance of any equipment purchased. Contact your contractor for details regarding equipment warranties. Light levels at the conclusion of the project are the sole responsibility of the application and contractor. IDAHO POWER OFFERS NO WARRANTY RELATED TO THIS PROGRAM.

Information Release

The applicant understands and agrees that Idaho Power and/or its representatives may include a description of this project and other project details in its case studies, brochures, press releases, advertisements, and other marketing materials presented to the public. Idaho Power will attempt to provide notice prior to the use of such information. By providing Idaho Power with timely written notice, the applicant can refuse the inclusion of specific details in such materials.

Indemnity

The applicant shall indemnify, hold harmless, reimburse and defend Idaho Power from, for, and against any claims, demands, damages, losses, expenses, and liabilities from third parties (collectively, "Claims") arising out of contractor's work and/or the project, provided the Claims are not the result of bodily injury to persons or damage to property caused exclusively by the sole negligence of Idaho Power.