





# Hawai'i Energy

## RESIDENTIAL APPLIANCE TRADE-UP

KO'OLAULOA APPLICATION

Effective 8/15/21 - 10/29/21 or while funding lasts.

### Hawai'i Energy Terms and Conditions

**1) Rebates:**

Subject to these Terms and Conditions, Hawai'i Energy (the Program) will pay rebates for qualifying appliances in the following zip codes: 96717, 96730, 96731, and 96762. Hawai'i Energy is also contributing to the logistics and incidental charges of the Appliance Trade-Up Program.

**2) Eligibility:**

- a) An **"Applicant"** is a scheduled account holder of an electric utility on Oahu who contributes into the Public Benefit Fee where the electricity-saving energy efficiency measure has been installed. Rebates are awarded only to an eligible Account Holder. The Account Holder can reassign the rebate payment to another Payee designated in the "Alternative Payee" section. Applicants are ultimately responsible for compliance with these Terms and Conditions.
- b) **"Qualifying Appliances"** are those electricity-saving items that are identified in the program applications and associated materials. All equipment must be new, meet Program specification requirements and be fully operable prior to rebate payment. Refrigerator must be 14 cu. ft.
- c) Incomplete applications or applications with missing supporting documents will be returned unprocessed.
- d) Rebate application must be received within sixty (60) days of installation, unless otherwise specified in the application itself.
- e) Applications for newly constructed homes do not qualify.
- f) **The refrigerator or freezer that is hauled away must be 14 cu. ft. or larger.**
- g) **All purchases must include the surrender/ removal of an old appliance of the same type.**

**3) Installation Verification and Data Collection:**

- a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to rebate payment, at any time after receipt of applications and up to up to five (5) years after payment of rebates.
- b) The Applicant must provide reasonable access to the facility, the equipment and related documentation and data.
- c) The Program may install metering devices on equipment for Program data collection, measurement and verification purposes.

**4) Compliance:**

The Applicant is responsible for abiding to all applicable laws, rules, and regulations and for complying with all federal, state and local codes. Program participants are eligible for a subsidy of a new refrigerator in exchange for their old refrigerator plus rebate amount payment. Social Security numbers may be requested at a later date and are held in confidence under terms of the Privacy Act.

**5) Program Availability:**

***Rebates are available on a first-come, first-served basis subject to the availability of funds. Priority is given to applicants who have not participated in this program before. Program availability, Program terms, and equipment eligibility may change without notice at the discretion of the Program.***

**6) Publicity:**

The Program reserves the right to publicize Applicant's participation in the Program for promotional purposes unless the Applicant submits a written request to the Program.

**7) Disclaimers:**

- a) The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of rebates.
- b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any energy or cost savings. Any questions and/or issues regarding the equipment and any warranty should be addressed with the manufacturer. Any questions and/or issues regarding the installation of the equipment should be addressed with the installer.
- c) The Program is responsible for the proper disposal or recycling of any waste generated as a result of this project.
- d) The Program does not endorse any particular market provider, manufacturer, product, labor, or system design by offering these rebates.
- e) The Program does not guarantee that funding will be available for payment of rebates until this application is approved. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding is unavailable.

**8) Indemnification and Limits of Liability:**

- a) Applicant agrees to indemnify, hold harmless and defend the Program and the Program's administrators, overseeing entities, successors, assigns, agents, contractors, employees, officers and directors from any and all liabilities, claims, demands, causes of actions, losses, damages, deaths or injuries, including reasonable attorneys' fees and costs, whether in law or in equity, now known or unknown, from now until the end of time, arising out of or relating to the installation, use and maintenance of the equipment, and/or related equipment, parts, designs, practices, or methods.
- b) In no event shall either the Program or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

**9) Entire Agreement:**

The entire agreement between the Applicant and the Program is composed of an approved, fully-executed application, these Terms and Conditions and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as required.