





## Hawai'i Energy Terms and Conditions

1. **Rebates:**  
Subject to these Terms & Conditions, Hawai'i Energy (the Program) will pay rebates for the maintenance service ("Tune-Up") of qualifying Solar Thermal Water Heating Systems.
2. **Eligibility:**
  - a. An "Applicant" is a residential scheduled account holder of an electric utility on the islands of Hawai'i, Lāna'i, Maui, Moloka'i and O'ahu that contribute into the Public Benefit Fund where the electricity-saving energy efficiency measure has been installed. Rebates are awarded only to an eligible Account Holder via a participating contractor invoice. Rebate will be paid directly to contractor who will apply the rebate amount to Applicant invoice. Applicants are ultimately responsible for the compliance of these Terms and Conditions.
  - b. "Qualifying Solar Water Heaters" are those electricity-saving items that are identified in the Program applications and associated materials.
  - c. Application and invoice must be submitted by the Participating Contractor within thirty (30) days of purchase.
  - d. Applications for newly constructed homes do not qualify.
  - e. Applications for newly purchased homes do qualify.
  - f. Eligible if a tune-up has not been performed on system for 5 years or more.
  - g. Applicant is opted in for the residential e-newsletters and can opt out at any time.
3. **Installation/Maintenance Verification and Data Collection:**
  - a. The Program may conduct an inspection to verify pre-installation/maintenance conditions or confirm installation/maintenance prior to rebate payment, at any time after receipt of applications and up to five (5) years after payment of rebates.
  - b. The Program may inspect installation/maintenance to ensure compliance to the Program's Standards & Specifications. Applicants may request an inspection.
  - c. The Applicant must provide reasonable access to the facility, the equipment, and related documentation and data.
4. The Program may install metering devices on equipment for Program data collection, measurement and verification purposes.
5. **Compliance:** The Applicant is responsible for abiding to all applicable laws, rules, and regulations, and for complying with all federal, state and local codes.
6. **Program Availability:** Payment of rebates is not guaranteed and is subject to the availability of funds. Program availability, Program terms, and equipment eligibility may change without notice at any time at the discretion of the Program. Please see [hawaiienergy.com](http://hawaiienergy.com) for program updates.
7. **Publicity:** Applicant gives Hawai'i Energy and its administrator Leidos, Inc. permission to use Applicant's name, likeness, image, and/or appearance, as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Hawai'i Energy activities. I agree that the Hawai'i Energy program and Leidos, Inc. have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Hawai'i Energy program's mission. These uses include, but are not limited to exhibitions, reprints, reproductions, publications, advertisements, Hawai'i Energy's website, on social media, and in email marketing. Applicant acknowledges that they will not receive any compensation, etc. for the use of such pictures, etc., and hereby release the Hawai'i Energy program and Leidos, Inc. and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.
8. **Disclaimers:**
  - a. The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of any rebate.
  - b. The Program is not responsible for obtaining any missing information, signatures, invoices or going to the installation site or contacting the Applicant to inform Applicant of incomplete or missing documentation.
  - c. The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the EEM will result in any energy or cost savings.
  - d. The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
  - e. The Program does not endorse any particular market provider, trade ally, manufacturer, product, laborer or system design by offering this Program.
9. The Program does not guarantee that funding will be available for payment of rebates until this application has been verified and approved by Hawai'i Energy. Submission of the application does not warrant payment under any circumstances should the application not be approved, or funding is not available.
10. **Indemnification and Limits of Liability:**
  - a. Applicant will indemnify, defend, and hold harmless the Program and its administrator Leidos, Inc, and the Program's and State of Hawai'i's agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys' fees and costs, arising out of or relating to the field or site inspection, installation, use and maintenance of the equipment, designs, practices or methods involved in the Applicant's project.
  - 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.
11. **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, attachments to the application and/or worksheet, pre- installation approval letters, invoices, receipts and any and all such other documentation as required by the Program.