

FOOD SERVICE PROGRAM TERMS AND CONDITIONS

1. Funding for the Food Service Program (“FSP” or “Program”) of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Rebate payments are not guaranteed.

FSP may be modified, suspended, or terminated without notice.

2. Energy efficiency and/or electrification measures may not be applied for nor receive rebates from multiple LADWP programs. LADWP will pay only one (1) rebate per energy efficiency and/or electrification measure.

3. Applicant agrees that they will not apply for or receive any other rebate offered by local, state, or federal entities or utilities for measures or services covered under this Agreement without receiving prior approval from LADWP.

4. The applicant is responsible for meeting all program requirements and for compliance with state/county/city governments, property owner and/or homeowner’s association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.

5. Rebates shall be paid based on the rebate levels in effect at the time a full and complete application package is received by the LADWP. The total rebate payment may not exceed 100% of the total approved measure costs, calculated on a per project basis. FSP rebate rates/schedules may change without prior notification.

Savings are based on annualized energy savings as determined by approved FSP energy calculations and accepted by LADWP.

6. FSP participants and projects must meet the following requirements and guidelines to be eligible for FSP rebates:

- a. Participant must be an active LADWP non-residential electric customer in good standing
- b. Project must be located within LADWP’s service territory
- c. All installed equipment must be new and operational at the time of verification and must meet or exceed FSP Program Requirements at the time of application. Used, rebuilt, or refurbished equipment are not eligible for rebates.
- d. Projects must meet all other FSP requirements as specified in the program application

7. “Customer” is LADWP’s customer of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act on their behalf. “Program Manager” is the LADWP assigned program administrator.

8. Only the Customer or Authorized Customer Representative may submit applications.

9. Applicant understands that submission of a signed FSP application constitutes acceptance of the FSP Terms and Conditions and adherence to FSP policies and procedures. Applicant further understands that submission of an application package does not guarantee participation, nor is it a guarantee of funding availability.

Applicants to the Program must have authority to contract and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency and/or electrification measures. The Applicant’s signature on the

application indicates such permission has been obtained. This permission also allows LADWP and/or its agents or contractors to carry out FSP related services and/or activities at the project site.

The FSP application package may be mailed to:

**LADWP NON-RESIDENTIAL PROGRAMS
ATTN: FOOD SERVICE PROGRAM
111 N. HOPE ST., JFB Room 1057
LOS ANGELES, CA 90012-2607**

The FSP application package may also be e-mailed to foodservice@ladwp.com.

LADWP is not responsible for FSP applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.

10. The Customer/Authorized Customer Representative and contractor are responsible for the accuracy of all project documentation submitted to LADWP. LADWP may reject FSP application packages with missing, inaccurate, or incomplete information; or, for submission of altered product documentation.
11. After installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and post-verification completed. Funds will be reserved only upon LADWP approval of the application.
Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.
12. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out FSP-related services and/or activities, including but not limited to:
 - a. Post-installation equipment verification to document installed equipment and verify the accuracy of the Customer’s/Authorized Customer Representative’s information on qualified equipment as listed in the application.
 - b. Third-party Evaluation, Measurement and Verification (EM&V)
13. LADWP reserves the right to modify or cancel the rebate amount if the actual products/measures installed differ from the products/measures indicated in Customer’s approved application. The FSP rebate payment will be paid after final approval of the project.
14. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
 - a. Completed and signed Distribution Energy Solutions Non-Residential Program Application (Part A)
 - b. Completed and signed FSP Supplemental Form (Part B)
 - c. Invoice(s) to support installation costs, including paid invoice(s) for newly purchased equipment, detailing date of purchase, customer name, delivery address, equipment make and model, and total cost.
 - d. Photos of the newly installed equipment, including the products’ serial numbers
 - e. Completed and signed IRS Form W-9
 - f. FSP Payment Assignment Form, if applicable

15. All costs, materials and labor, will be reviewed for reasonableness by the Program Manager referencing RSMMeans cost estimates. Only reasonable costs incurred for the implementation of the prescribed measures will be approved for payment by the program. Excess materials, labor, and any other costs not directly related to the approved scope of work, are excluded from the final approved project costs as determined by LADWP.
16. Rebates are taxable, and if cumulatively greater than \$600, will be reported to the IRS unless the Applicant is exempt. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this rebate payment.
17. Rebate payments are paid to LADWP Customer of Record. LADWP shall determine whether to grant a customer request to assign rebate payment to a third party as defined within the FSP Payment Assignment Form.
18. Third-Party Financial Institutions are not eligible to receive FSP rebate payments. A Third-Party Financial Institution is defined as any financier who may be financially backing a contractor engaged in any FSP project.
19. Customer understands the rebate payments are based on related energy benefits over the life of the product. Customer agrees that if:
 - a. Customer does not provide LADWP with 100% of the related energy benefits in the rebate form of the life of the product or for a period of five (5) years from the receipt of rebate, whichever is less; or
 - b. Customer ceases to be a customer of LADWP during said time period, Customer shall refund a prorated amount of rebate dollars to LADWP based on the actual period of time for which Customer provided the related energy benefits as an electric customer of LADWP.
20. LADWP's and/or its consultants' review of the design, construction, operation or maintenance of the project or energy efficiency and/or electrification measures shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures, nor shall the Customer/ Authorized Customer Representative, in any way, make such a representation to a third party. Customer/Authorized Customer Representative and contractor/ engineering firm/vendor/installer is solely responsible for the economic and technical feasibility, operational capability and reliability of project measures. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of measures for any particular purpose.
21. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Customer Representative. Customer/ Authorized Customer Representative agrees to hold LADWP harmless and waives any claims against LADWP arising out of the installation and/or use of the energy efficient product. LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any other party. LADWP will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.
22. The selection, purchase, and ownership of products and equipment are the Customer's/Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer or installer. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of energy efficiency and/or electrification measures for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof, and the Customer/Authorized Customer Representative waives any claim against LADWP for any reason whatsoever arising out of the implementation of the energy efficiency and/or electrification measures.
23. Customer/Authorized Customer Representative/Contractor shall, at their own expense, obtain and maintain all licenses and permits required by federal, state, local, or other governing agency, at their own expense. Any failure by the Customer/Authorized Customer Representative/ Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.
24. Disclaimer: The Customer/Authorized Customer Representative/ Contractor understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.

Limitation of Liability: LADWP shall not be liable for any loss, claim, damage, or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed. Applicant waives any claim against LADWP for any reason whatsoever arising out of the implementation of FSP-related measures.
25. LADWP shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors, and any special, incidental, indirect or consequential damages incurred by the Customer/Authorized Customer Representative.
26. The Customer/Authorized Customer Representative shall not use LADWP'S corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without LADWP'S prior written consent. The Customer/Authorized Customer Representative/Contractor shall make no representations on behalf of LADWP.
27. By applying for an LADWP rebate and/or program, personal information provided may be subject to public disclosure by requesting parties, as required by local, state, and federal laws. If you receive any benefit, your name and installation address will be disclosed pursuant to the California Public Records Act.