

Backup Electric Power Rebate Program Terms & Conditions

I understand receiving a rebate under the Backup Electric Power Rebate Program (BEPR) is subject to me agreeing to comply with these BEPR Application (Application) Terms and Conditions (Terms).

1. **Customer BEPR Rebate Eligibility:** I (Customer) must have an active Electric account with Pacific Power, be actively enrolled in Pacific Power's Medical Baseline Program, and be tied to a qualifying address (Site) located in the State of Oregon.
2. **Qualifying Battery or Generator Products:** A qualifying Battery or Generator product (Qualified Product) should be listed on the Pacific Power Qualified Product List and must be compliant with all local, state, and federal regulatory and environmental requirements for backup electric power. Resale Products, rebuilt, rented, or leased Products less than five years, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing Products, and/ or Products discounted by Pacific Power at the point of sale do not qualify for a BEPR Rebate.
3. **Product Date of Purchase and Application Submittal Requirement:** The Product must be purchased on or after January 1, 2023, and before January 1, 2024, and the Application must be received no later than January 31, 2024. Every Qualified Product purchased requires a separate BEPR Application submittal.
4. **Product Operational Verification and Compliance:** I verify that (i) the Product works, (ii) I know how to operate and maintain the Product in a safe and reliable manner, (iii) I will follow the Product's manufacturer and operational instructions, specifications, (iv) I obtained any necessary permits or consents, (v) I have complied with relevant laws, regulations and building codes and standards required to operate and install the Product at my Site, and (vi) I am responsible for reporting any taxable income and paying any income tax associated with receipt of a rebate.
5. **No Guarantee or Representation:** Pacific Power does not guarantee or make any representation regarding the Product's condition, installation, operation, or maintenance and is not responsible for any power outages or degradation of its power supply, electrical connections, or inadequate or excessive power output that may impact the Product's use, operation, or malfunction or that may cause any injury or damages. Pacific Power shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with use of the Product.
6. **Existing Tariffs:** These Terms do not alter or amend any existing tariffs under which Pacific Power provides electric services to me and the Site.
7. **Emergency Site Battery or Generator Plan:** I agree I will have an emergency contingency plan for my Site to protect against any Product malfunctions and in a crisis will contact 911.

8. **No Warranty:** PACIFIC POWER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCT'S USE AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR ITS FIT FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.
9. **Indemnity, Release, and Waiver:** I hereby agree to release, indemnify, and hold harmless Pacific Power from any claims arising out of or related in any way to the Product and/or these Terms absent Pacific Power's actions are proven to be reckless and intentional. I also waive any right I may have under Section 1542 of the California Civil Code which provides: CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE—A General Release does not extend to claims which the creditor does not know or suspect to exist at the time of executing the release, which if known must have materially affected the party's settlement.
10. **Limitation of Liability:** To the fullest extent allowed by law, I understand and agree that Pacific Power's total liability, regardless of the number of claims, is limited to the amount of the rebate approved in accordance with BEPR program requirements and that Pacific Power shall not be liable to me or any other party for any other obligations. Neither Pacific Power nor Customer shall be liable to the other for incidental, special, punitive, or consequential damages.
11. **BEPR Rebate Funding and Amount:** Rebate funding is available on a first-come, first-served basis until depleted and is limited to one (1) BEPR Rebate for a qualifying generator or one (1) BEPR Rebate for a qualifying portable power station up to \$4,000. Any Rebate amount cannot exceed the purchase price of the product, nor can it include taxes or shipping costs.
12. **Application Information and Right to Inspection Requirements:** This Application must include the Product's proof of purchase, and any other Pacific Power requested documentation. Pacific Power is not responsible for anything lost or destroyed in transit through the mail or electronic medium. Customer agrees Pacific Power or the Oregon Public Utility Commission (OPUC) may inspect the installed Product used at the Site during reasonable hours within 30 days upon Pacific Power's request to inspect. An incomplete Application or failure to grant inspection access may result in the customer's Application being rejected and thereby not receive a BEPR Rebate.
13. **Governing Law and Jury Waiver:** Any disputes arising out of or relating to these Terms shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, INTENTIONALLY, PERMANENTLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP ARISING FROM THE AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. To the extent a jury waiver is deemed unenforceable, any dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration in San Francisco administered by the American Arbitration Association in accordance with the then-current Commercial Arbitration Rules.

14. **Double Dipping with Other Rebate Offerings:** If a customer receives a BEPR Rebate they have not and are precluded from receiving another rebate for the same product(s) from another energy savings program funded through OPUC and administered by Pacific Power or another utility.
15. **OPUC Authority:** These Terms can be modified at any time in accordance with any directive of the OPUC and regulation of Pacific Power. Any information regarding this Application shall be made available to the OPUC.
16. **Customer Information:** Customer authorizes and acknowledges that Pacific Power may duplicate, disseminate, release and disclose Customer's information relating to a Program application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information and billing data, energy usage, and tax identification numbers to Program Administrator and Trade Allies, as applicable, and any other third party utilized by Pacific Power for the purposes of processing the Customer Application, to confirm eligibility, to verify product installation or service implementation, operation and results, to issue payment on behalf of the Program, to monitor compliance with Program Terms and Conditions; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, Pacific Power and its subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.