

RainWise Rebate Program Terms and Conditions

1. I/we agree and acknowledge that to be eligible for the RainWise Rebate Program (the "Program") rebate, the project must comply with the Program eligibility criteria.
2. I/we agree to secure all necessary permits and approvals, prior to the start of any work associated with this application including contacting Utility Safety Partners to get buried cables, pipes and wires located. I/we acknowledge that failure to obtain the necessary permits and approvals will void the application and any opportunity for rebate(s).
3. I/we agree and acknowledge that as the applicant(s), I/we am/are solely responsible for any and all costs associated with the work.
4. For downspout disconnection and rain barrel/storage tank projects only: I/we agree and acknowledge that should the cost of the work be less than the amount of the available rebate, EPCOR shall rebate the lesser of the two (2) amounts.
5. I/we agree and acknowledge that EPCOR will only rebate up to the maximum available rebate, as set out in the Program as of the date of receipt of the application by EPCOR.
6. I/we agree and acknowledge that the availability of rebates is subject to the eligibility criteria and the availability of funding.
7. I/we understand that all invoice(s) associated with this application and the work must be paid in full prior to submitting the application.
8. I/we hereby agree to indemnify and save harmless EPCOR from and against any and all loss, damage, costs, claims, causes of action, demands, expenses or liabilities (whether or not involving third party claim) in connection with or arising out of any negligent or willful act or omission of the property owner(s), or contractor(s) performing the work or any of their employees, agents or representatives in connection with this application; or any injury to persons (including injuries resulting in death) or loss of or damage to property which may be caused or suffered as a result of the work performed.
9. I/we agree and acknowledge that by its involvement in the rebate program, EPCOR is not guaranteeing the effectiveness of work and that EPCOR will not be held responsible for any future failure for any reason whatsoever, including but not limited to,
 1. improper installation; or
 2. any modifications made by or arranged by current or future property owners.
10. I/we authorize EPCOR or its representative, by arrangement with me/us, to carry out all necessary investigations inside and outside of the property to review the work described herein.
11. I/we agree to keep and make available proper books of account and financial records, including any invoices related to the work to be performed under this Application, in accordance with generally accepted business and accounting practices. I/we further agree to make such books of account and financial records available at all reasonable times for inspection, copy and audit by EPCOR. These audit requirements shall survive four years beyond the date of this Application.
12. I/we agree and acknowledge that this Application shall not be transferred or assigned.
13. I/we agree and acknowledge that the signature(s) of the Applicant(s) hereto may be evidenced by an electronic signature, a scanned email, or internet transmission copy of this Application bearing such signature(s) and will be treated as an original signature(s).

14. I/we agree and acknowledge that EPCOR may document the projects supported by the rebate Program and use the documentation for the purpose of promotional activities by EPCOR to promote the Program. This may include but not be limited to installation of promotional signage at the Applicant's property, referencing the project in promotional marketing campaigns, and promotional presentations.