



Hawaii Energy

Whole House Fan and Solar Attic Fan Application Terms and Conditions

The Whole House Fan and Solar Attic Fan Incentive is being offered by Hawaii Energy for a very limited time. Incentives are available on a first-come, first-served basis subject to the availability of funds.

- 1) Incentives:**
Subject to these Terms and Conditions, Hawaii Energy (the Program) will pay incentives for qualifying whole house fan and attic fan applications.
- 2) Eligibility:**
 - a) An “**Applicant**” is a residential scheduled account holder of an electric utility on the islands of Hawaii, Lanai, Maui, Molokai, or Oahu who contributes into the Public Benefit Fund where the electricity-saving Energy Efficiency Measure has been installed. Incentives are awarded only to an eligible Account Holder. The Account Holder can reassign the incentive payment to another Payee designated in the “Payee” section. Applicants are ultimately responsible for compliance with these Terms and Conditions.
 - b) “**Qualifying Fans**” 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 incentive payment.
 - c) Incomplete applications or applications with missing supporting documents will be returned. ***To qualify for incentive, the brand and model must be LISTED on the application.***
 - d) Incentive application must be received within sixty (60) days of purchase date.
 - e) Applications for newly constructed homes with appliances or fan installed by the builder do not qualify.
 - f) Fans must be installed and operational to receive rebate.
- 3) Installation Verification and Data Collection:**
 - a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to incentive payment, at any time after receipt of applications and up to up to five (5) years after payment of incentives.
 - 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 to abide by all applicable laws, rules, and regulations and to comply with all federal, state and local codes. Incentive Program participants receiving \$600 or more in combined incentives will be issued an IRS Form 1099 unless exemptions apply. Social Security numbers may be requested at a later date and are held in confidence under terms of the Privacy Act.
- 5) Program Availability:**
Incentives are available on a first-come, first-served basis subject to the availability of funds. 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 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 incentives.
 - 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.
 - c) The Program is not 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 this program.
 - e) The Program does not guarantee that funding will be available for payment of incentives 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 not available.
- 8) Indemnification and Limits of Liability:**
 - a) Applicant shall hold harmless the Program and the Program'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 installation, use and maintenance of the equipment, designs, practices or methods involved in this 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.
- 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.

Hawaii Energy is a ratepayer-funded conservation and efficiency program administered by SAIC Energy, Environment & Infrastructure, LLC under contract with the Hawaii Public Utilities Commission, serving the islands of Hawaii, Lanai, Maui, Molokai, and Oahu.

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