

Terms and Conditions

System Requirements: All rebated Central Air Conditioning (A/C) units/systems or electric air source heat pumps must be ENERGY STAR qualified, listed with and certified by the Air Conditioning, Heating, and Refrigeration Institute (AHRI), and meet the program SEER, EER and HSPF requirements (see table on page 1). The A/C condenser and the evaporative coil must be new and replaced together. The condenser and coil are separate components in a split A/C or heat pump system and, for rebate purposes, these are considered one unit. For mini split ductless systems, for rebate purposes, the unit consists of outdoor coil and indoor unit(s).

Proof of Purchase: A copy of the customer's invoice itemizing the purchased equipment must accompany each rebate application form. The invoice must indicate the equipment type, size, make, model, name of purchaser, installation date and location, and date of purchase.

Information Sources to Verify ENERGY STAR Equipment: EER and SEER, and HSPF ratings (for heat pumps only) for condenser, evaporator and air handler (if applicable) must be provided. Both the Consortium for Energy Efficiency (ceehvacdirectory.org) and the AHRI directory (ahridirectory.org) web sites list SEER and EER values. AHRI also provides AHRI numbers. Manufacturer's spec sheets may be accepted ONLY if equipment is not yet AHRI rated and ONLY if AHRI listing is pending.

Quantity Limitations: Pre-approval for rebate eligibility is required if 3 or more systems are to be installed for one electric account number.

Owner's Certification: Owner certifies that he/she has purchased and installed the equipment listed on this application at the defined location. Owner agrees that all information is true and that he/she has conformed to all offer and equipment requirements listed. Owner has verified that the units(s) listed on this application have been installed or serviced correctly. There are no unusual noises or vibrations and all controls have been calibrated. Owner or owner's representative has been instructed on how to operate and maintain this equipment and has received all necessary operation and maintenance manuals provided by the manufacturer with the new unit(s).

GENERAL REQUIREMENTS

Time Limit: Qualifying units for equipment rebate must be purchased and installed between May 1, 2009 and December 31, 2009. Applications must be postmarked by January 31, 2010. Program is subject to change without prior notice, including rebates and incentive levels.

Payments: From the time the application is processed and approved, please allow up to 30 days for payment. Payment processing may take longer if information or documentation are missing from the application.

Application Form: This application must be filled out completely, truthfully, and accurately. The customer and contractor must sign, date, and submit the completed application along with all required documentation for specific rebates and/or incentives.

Approval and Verification: Cape Light Compact reserves the right to verify and to have reasonable access to the residence to inspect the HVAC system installed prior to issuing rebates and incentives; this right to access extends up to one year after date of application, even if rebates or incentives have been paid.

Tax Liability: Cape Light Compact will not be responsible for any tax liability that may be imposed on the customer or contractor as a result of the payment of rebates.

Endorsement: Cape Light Compact does not endorse any particular manufacturer, product, system design, or technology in promoting these offers.

Warranties: CAPE LIGHT COMPACT DOES NOT WARRANT THE PERFORMANCE OF INSTALLED OR SERVICED EQUIPMENT, EXPRESSLY OR IMPLICITLY. Cape Light Compact makes no warranties or representations of any kind, whether statutory, expressed, or implied, including, without limitations, warranties or merchantability or fitness for a particular purpose regarding the HVAC equipment or services provided by a manufacturer or vendor. Contact your contractor for details regarding equipment performance and warranties.

Limitation of Liability: Cape Light Compact and its rebate administrator's liability is limited to paying the rebate and incentive specified. Cape Light Compact and its rebate administrator are not liable for any consequential or incidental damages or for any damages in tort connected with or resulting from participation in these offers.

Contractor Certification: Contractor certifies that installation and services performed have been in accordance with all applicable municipal, state and federal codes, standards and regulations, as well as program requirements.

Environmental or Energy Benefits: Customer agrees that the Energy Efficiency Program Provider (EEPP) has the unilateral right to apply for any ISO-NE capacity payments or environmental credits resulting from this energy efficiency project, and agrees not to file for such payments or credits either directly or indirectly. Contractors agree to provide the EEPP with such further documentation as the EEPP may request to confirm the EEPP's ownership of such benefits.