

SAGE Sustainable Business Program Rebate Terms and Conditions

RULES

1. To receive rebate funds, the Recipient Business must be registered in [Green Business Tracker](https://app.greenbiztracker.org/business/index) (<https://app.greenbiztracker.org/business/index>), an online portal that helps SAGE/City of Westminster further assist the Recipient Business in future cost and resource saving projects and opportunities. For assistance registering or questions about Green Business Tracker, email: sage@cityofwestminster.us.
2. The maximum dollar amount a Recipient Business parcel can receive in rebate funds per calendar year is \$1,500. SAGE/City of Westminster may award additional rebate dollars, above designated caps, to a particular parcel if it is determined, within the sole discretion of SAGE/City of Westminster, that more funding is merited for a particular parcel.
3. If purchasing lighting equipment (e.g. LED bulbs), Recipient Business must purchase bulbs through a distributor participating in Xcel Energy's instant rebate program. [Find your nearest distributor here](https://www.businessledinstantrebate.com/Locator/Distributors) <https://www.businessledinstantrebate.com/Locator/Distributors>.

REBATES TERMS & CONDITIONS

1. In order to receive the rebate(s), Recipient Business responsibilities are:
 - a. Identify project and contact SAGE advisor.
 - b. Obtain project bid from a contractor identifying existing equipment/fixtures and equipment/fixtures to be installed/service to be provided.
 - c. Purchase and install eligible equipment/complete service provided.
 - d. Work with SAGE advisor to submit Rebate Application after associated equipment installed/service provided. Application must include itemized and dated invoice.
 - e. Otherwise comply with any additional SAGE requirements as communicated by a SAGE advisor.
2. All supporting documentation required for this rebate application must be submitted to SAGE/City of Westminster.
3. By applying for this rebate, the Recipient Business is not guaranteed a rebate. Qualified Recipient Business that satisfy program requirements will be eligible to receive, but are nevertheless not guaranteed, a rebate. Recipient Business must demonstrate that the business, facility and installed equipment meet all eligibility criteria in order to qualify for a rebate. Rebate awards shall be made at the sole discretion of SAGE/City of Westminster, which may be subject to funding limitations.
4. Rebates will be secured on a first-come, firstserved basis. Rebates will be awarded until all rebate funds are awarded.
5. SAGE/City of Westminster may award additional rebate dollars, above designated caps, to a particular parcel if it is determined, within the sole discretion of

SAGE/City of Westminster, that more funding is merited for a particular parcel. The term “parcel” shall refer to an individual unit of real property as designated by the Adams/Jefferson County Assessors located in Westminster.

6. The rebate recipient affirms that the rebated equipment will remain in operation for at least two years. Where AGE/City of Westminster finds that rebated equipment has been removed or decommissioned within two years of service, the undersigned Recipient Business shall reimburse SAGE/City of Westminster the amount of the rebate funds awarded for such equipment.
7. SAGE/City of Westminster reserves the right to limit the total amount of rebate dollars awarded to an individual business or parcel. Factors determining such limits may include, but are not limited to, the greenhouse reductions resulting from the project, available rebate funds, total project costs, other incentive for which the project may be eligible, and the potential rebate amount relative to past rebates awarded to other businesses. Any rebate limits will be identified at time of the rebate reservation.
8. It is the recipient business's duty to properly install the product, to select and schedule a contractor to perform the work, and payment of such contractor's invoice is the sole responsibility of the Recipient Business, and not that of the SAGE/City of Westminster or its representatives. A SAGE advisor can provide guidance on finding a qualified contractor or service provided. SAGE/City of Westminster assumes no liability for any issues, malfunctions, or damages resulting from the rebated product or service. It is the duty of the recipient business to maintain and repair any and all received products.
9. Recipient Business hereby acknowledges that SAGE/City of Westminster makes no warranty and assumes no liability for the rebated products/services described herein and provided through this referral service. Warranties, if any, for these products are from the manufacturer and supplier, and are the responsibility of the recipient business and supplier to identify and enforce. Once the items are provided they become the property of the recipient business.
10. SAGE/City of Westminster retains the right to visit and inspect the Recipient Business's property for the purpose of verifying equipment installation and deemed savings for which this Application is submitted. Recipient Business agrees to authorize SAGE/City of Westminster to access the property to perform such inspections.
11. The Recipient Business shall comply with all applicable federal, state, and local regulations, requirements, ordinances, and statutes.
12. Recipient Business agrees to ensure that potentially hazardous or regulated wastes (e.g., PCB-containing ballasts, fluorescent lamps, high-intensity discharge lamps, etc.) are handled and disposed of in compliance with applicable federal, state, and local laws and regulations.
13. Recipient Business acknowledges that it may be required to complete an IRS Form W-9, or otherwise provide its business taxpayer identification number, for SAGE/City of Westminster financial reporting purposes.
14. The Recipient Business certifies that it is not a Governmental Entity. The term “Governmental Entity” shall refer to any branch or department of the Federal Government, the State of Colorado and its political subdivisions, any county, city, town, township, or district.

15. Recipient Business agrees to indemnify and hold harmless SAGE/City of Westminster, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified.