



ELECTRIFICATION REBATE PROGRAM WAIVER AND INDEMNIFICATION AGREEMENT

I, _____, am participating in the following **Electrification Rebate Program (“Program”)** from the City of Piedmont (“City”) to benefit from a rebate to replace an existing natural gas-powered appliance(s) with an electric appliance(s).

As a condition of applying for and participating in the Program, I acknowledge and agree as follows:

1. I understand and agree that rebates as part of the Program are distributed on a first come, first serve basis until all funds are expended.
2. I understand and agree that my application or participation does not entitle me to receive any funds, nor any particular rebate amount.
3. I agree that I am a property owner in the City of Piedmont.
4. I understand and agree that rebates are only available for heat pump water heaters, high-efficiency heat pumps, and electrical panel upgrades for new equipment, as specified by the Electrification Pilot Informational Guide.
5. I agree that I am solely responsible for any injuries of any type or damages to my home or business sustained during my use of the equipment or upgrades purchased through the Program.
6. I understand that the Program is intended to allow me to install and purchase electric appliances. I understand that the Program is not meant for commercial use, and I agree to use the Program is solely for residential and/or educational purposes.
7. I acknowledge that the City of Piedmont has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the equipment or upgrades purchased through the Program by any other person.
8. I agree that the City does not guarantee the performance of any equipment or upgrades purchased through the Program. I agree that the City does not warrant any equipment or upgrades purchased through the Program to be free of defects. I agree that the City does not warrant the quality of workmanship, or the suitability of any equipment or upgrades purchased through the Program for use.

9. I acknowledge that the use of equipment or upgrades purchased through the Program may not result in improved air quality.
10. I acknowledge that the City reserves the right to change the terms of the incentive offer at any time.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE PROGRAM, I HEREBY FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, AND DEMANDS, ACTIONS OR CAUSES OF ACTION FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO, THE DEATH OR INJURY TO ANY PERSONS, AND FOR ANY DAMAGES TO PROPERTY SUFFERED OR INCURRED BY MYSELF OR ANY PERSON WHICH ARISES OR MAY ARISE OR BE OCCASIONED IN ANY WAY FROM PARTICIPATING IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR FAULTY OR DEFECTIVE EQUIPMENT OR MAINTENANCE, OR ANY NEGLIGENCE OF THE CITY. **IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY DAMAGES TO MYSELF OR ANY THIRD PARTY ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION IN THE PROGRAM, AND I HEREBY RELEASE THE CITY OF PIEDMONT FROM ANY SUCH LIABILITIES.**

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND INDEMNIFICATION AGREEMENT.

Print Name

Signature

Date of Agreement

Mailing Address

Email Address

Phone Number