



Commercial and Industrial Incentive Terms and Conditions

Incentive Funding Requirements

1. All incentives will require preapproval by OPPD to ensure payment.
2. OPPD preapproval is required before ordering any material or starting any work at the project site, including demolition work.

General Terms and Conditions

1. This program is subject to change or cancellation without notice.
2. OPPD reserves the right to verify sales transitions and inspect projects prior to and after installation.
3. OPPD reserves the right to install a metering device on existing and new equipment to verify energy savings.
4. Incentives are available on a first come, first served basis.
5. OPPD reserves the right to limit incentives. Refer to "D. Project Requirements" for established incentive limits.
6. Submitting incomplete or missing information will delay processing of the incentive.
7. The customer/contractor certifies that each energy efficiency measure complies with all federal, state and local safety, building and environmental codes.
8. OPPD is granted the right to publicize your participation in the program, unless you specifically state otherwise in writing.
9. Falsifying any information may lead to cancellation of this and future incentive applications, a claim by OPPD for the return of any incentive payments and/or the exercise by OPPD of available legal remedies.
10. OPPD shall own all rights to existing and future emissions credits, efficiency certificates, renewable energy credits, tradable renewable certificates and/or any and all other environmental benefits associated with the implementation of all project that receive OPPD incentives.

Energy Policy Act of 2005 – Tax Credits

Consult your tax advisor for any applicable federal tax incentives available for the installation of energy efficient equipment.

Nebraska Energy Office 2.5% Loan Program

Consult the Nebraska Energy Office regarding their 2.5% Loan Program as a financing option.

Exclusions

1. Participants must be an OPPD commercial, industrial, local government, agriculture or school customer with OPPD accounts in good standing.

2. A building receiving an IEEP Incentive may not qualify for prescriptive incentives or vice versa in the same calendar year. OPPD will exercise its right to limit incentives on any building to ensure that results are not counted twice.

Disclaimers

1. OPPD does not offer any warranty or guarantee of any kind, express or implied, as to the performance of any equipment installed by or on behalf of customer.
2. OPPD expressly disclaims all warranties, express or implied by law, including but not limited to any warranty of fitness for a particular purpose or warranty of merchantability with respect to equipment installed by or on behalf of customer.
3. OPPD does not endorse any manufacturer, contractor, or vendor, or any product or system design. Customer is solely responsible for the contracting of and payment for any equipment installed on the customer's premises. There is no contractual relationship, express or implied, created between OPPD and any vendor, contractor or other person or entity hired by customer to design, install, maintain or repair customer equipment.
4. The customer/contractor is responsible for the proper disposal and/or recycling of any waste generated as a result of the project.
5. OPPD shall not have any liability to customer or to any third party for any injury, (including death), loss, damage, cost or expense of any kind ("Liabilities") arising from or related to any equipment on customer's premises for which OPPD pays an incentive under this program. Customer shall indemnify, defend and hold harmless OPPD and its directors, officers and employees from any such Liabilities.
6. OPPD is not responsible for any tax liability imposed on the customer as a result of incentive funding. Consult your tax advisor for more information.