

# Residential Rebate Program Terms and Conditions



Updated January 2023

PROGRAM RULES AND DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

## Qualifications for Program

Each rebate recipient must be an OPPD residential customer (on a residential rate), with OPPD account(s) in good standing. Additionally, all rebate recipients must meet the requirements (the "Rebate Requirements") set forth in the following programs (a "Program Type"): (a) HVAC tune up.

## Rebate Funding Requirements

Rebates for each Program Type will be awarded in amounts no greater than the Residential Rebate Amounts set forth in [Exhibit A](#) attached at the end of these Terms and Conditions. Rebate amounts may be further limited by the Disclaimers and the Rebate Requirements. Rebates are fulfilled on a first come first served basis.

## General Terms and Conditions

1. This program is subject to change or cancellation without notice.
2. OPPD reserves the right to verify sales transactions and inspect projects prior to and after rebate payment.
3. OPPD reserves the right to install a metering device on existing and new equipment to verify energy savings.
4. OPPD reserves the right to limit or to decline to provide rebates in its sole discretion. Refer to specific Rebate Requirements and the Residential Rebate Amounts for established rebate limits.
5. Submitting incomplete or missing information will delay processing of the rebate.
6. The customer/contractor certifies that each energy-efficiency measure complies with all federal, state and local safety, building and environmental codes.
7. By applying for any rebate, each rebate recipient grants OPPD the right to publicize his/her participation in the program, unless such rebate recipient opts-out of such publicity by specifically stating otherwise in writing and forwarding such notice to [ResidentialRebates@oppd.com](mailto:ResidentialRebates@oppd.com).
8. Falsifying any information may lead to cancellation of this and future rebate applications, a claim by OPPD for the return of any rebate payments and/or the exercise by OPPD of available legal remedies.

## Tax Credits/Environmental Benefits

Consult your tax advisor for any applicable federal tax incentives available for installation of energy-efficient equipment. 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 projects that receive OPPD rebates.

## Nebraska Department of Environment & Energy (NDEE)

Consult NDEE regarding its low-interest loan program as a financing option.

## 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 the 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 the customer.
3. OPPD does not endorse any manufacturer, contractor or vendor, or any product or system design. The 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 the customer to design, install, maintain or repair the 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 the 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 the customer's premises for which OPPD pays a rebate under any Program Type. The customer shall indemnify, defend and hold harmless OPPD and its directors, officers and employees from any such Liabilities.
6. Rebates are payable to the OPPD customer specified in the rebate application.
7. OPPD reserves the right to limit any rebate payment to not exceed 50% of the total cost for the project, services, or appliance.
8. OPPD is not responsible for any tax liability imposed on the customer as a result of rebate funding. Consult your tax advisor for more information.

---

## **HVAC Tune Up Rebate Requirements**

1. This program began April 2023, rebates are not available for HVAC tune ups completed prior to program initiation.
2. An OPPD customer may receive one rebate per calendar year for obtaining a tune up on an HVAC system for each premises in the OPPD service territory. Premises having more than one HVAC unit may be eligible to receive a rebate for each unit.
3. OPPD reserves the right to limit any rebate payment to not exceed 50% of the total invoiced cost for the tune up.
4. The OPPD HVAC Check List must be completed and signed by both the customer and HVAC technician performing the work.
5. HVAC tune up rebates are available for existing premises only.
6. HVAC tune up rebate application must be submitted in the calendar year the HVAC tune up occurred.

### **Customer Liability/Rebate Forfeiture**

1. In the event a rebate applicant cannot provide a completed OPPD HVAC Checklist to OPPD within 10 days following OPPD's request, the applicant will forfeit the rebate or, if already received, will repay OPPD the fair market value of the rebate.

---

In the event the customer receives a rebate from any OPPD Residential Rebate Program, the customer acknowledges and agrees to the Residential Rebate Program Terms and Conditions set forth above.

### **EXHIBIT A**

<b>RESIDENTIAL REBATE AMOUNTS</b>		
<b>Rebate Type</b>	<b>Rebate Amount</b>	<b>Unit</b>
<b>HVAC</b>		<b>Per</b>
HVAC TUNE UP	\$ 25	each