

# Rebate Terms and Conditions

## Thermostats, Lighting, Power Strips, and Energy Saving Kits

1. Product installed and/or equipment provided must:
  - a. Comply with SMUD's program guidelines outlined in this document.
  - b. Be a retrofit of an existing residential dwelling; residence must have active SMUD residential electric service at time of purchase and must be fully constructed and occupied.
  - c. Be for personal use only, not for resale.
2. To be eligible for rebates, you must be a SMUD residential customer. We'll verify your eligibility during the checkout process. Your instant rebate will be automatically applied to your cart after verification.
3. Rebate quantity limits: two (2) smart thermostat rebates per account per year, three (3) power strip rebates per account per year, sixty (60) light bulbs (regardless of pack size or model) rebates per account per year, and three (3) energy saving kit rebates per account per year.
4. Rebate programs are subject to availability of funds. SMUD expressly reserves the right to modify, amend or terminate the program in whole or in part, at any time and for any reason without prior notice. To obtain current rebate program information, go to [SMUD.org/MyRebates](http://SMUD.org/MyRebates) or email [rebatecenter@smud.org](mailto:rebatecenter@smud.org).
5. Disclaimer of Warranties: SMUD makes no representations, expressed or implied, regarding the design, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by Customer. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be at the sole discretion and are the sole responsibility of Customer.
6. Customer/Purchaser shall indemnify, defend, and hold harmless SMUD, its directors, officers, agents, and employees against all claims, loss, damage, expense, and liability asserted or incurred by other parties including, but not limited to, SMUD's employees and Customer/Purchaser's employees, arising out of or in any way connected with this rebate program and caused by the acts, omissions, intent or negligence, whether active or passive, of Customer/Purchaser, its agents, employees, and suppliers, and excepting only such loss, damage or liability as may be caused by the intentional act or the sole negligence of SMUD.
7. Product must be new/undamaged and installed at a residential location within SMUD's service area.
8. The rebate amount cannot exceed the total purchase cost, nor can a rebate be received for the same product/equipment from more than one utility funded with Public Goods funds.

## Showerheads, Aerators, and Water-Saving Kits

I represent that I am eligible to receive an instant rebate on select showerheads, aerators, and water-saving kits through SMUD Energy Store. To be eligible, an individual must:

- Have an active City of Sacramento Water service account.
- Be a City of Sacramento Water single family/duplex customer.
- Not exceed the following rebate limits per account per year
  - Four (4) of any showerhead(s)
  - Six (6) Niagara Bubble Spray Faucet Aerators
  - One (1) Niagara Kitchen Swivel Aerator or Niagara Dual Spray Swivel Faucet Aerator With Pause Valve
  - One (1) Water Conservation Kit

#### Applicable Conditions:

1. I understand that: (1) this is a limited, first-come, first-served program, (2) SMUD and the City can deny any rebate or application that does not meet program requirements (which may change without notification).
2. Rebate programs are subject to availability of funds. SMUD and the City of Sacramento expressly reserve the right to modify, amend or terminate the program in whole or in part, at any time and for any reason without prior notice.
3. I will allow the City to conduct site visits to my property within five years of the date of this Agreement for the purpose of collecting data and photographs of the project site. The City will contact me in advance to arrange times for these visits.
4. I am responsible for complying with all applicable laws, regulations, ordinances, or other legal requirements, and nothing in this Agreement shall excuse or modify any such requirements.
5. Disclaimer of Warranties: SMUD and the City make no representations, expressed or implied, regarding the design, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by the customer. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be at the sole discretion and are the sole responsibility of the customer.
6. I agree to defend, indemnify, protect and hold SMUD and City of Sacramento and its agents, officers, and employees harmless from and against any and all claims or liability for injuries or damages to any person or property to the extent arising from my acts or omissions, or the acts or omissions of my contractor or anyone acting on my or my contractor's behalf, or from conditions on my property.

#### Smart Irrigation Controllers

I represent that I am eligible to receive an instant rebate on EPA WaterSense Labeled Smart Irrigation Controllers through SMUD Energy Store. To be eligible, an individual must:

- Have an active City of Sacramento Water service account.
- Be a City of Sacramento Water single family/duplex customer.
- Not exceed two (2) Smart Irrigation Controller instant rebates per account.

To get your rebates:

1. Purchase a smart sprinkler controller on SMUD Energy Store and receive an instant rebate at checkout (\$180 for 8 zone; \$150 for 16 zone).
2. Install the controller. If you have a landscaping contractor (C-27) do the installation for you, save your receipt for reimbursement by the City: \$120 for an eight zone controller and up to \$150 for a 16 zone controller. SMUD Energy Store can help you [find a contractor](#).
3. Submit the City of Sacramento's online [post-purchase rebate application](#).
4. City of Sacramento staff will contact you to schedule a time to inspect the installation and programming of the controller.
5. If you apply separately, the City of Sacramento will send you a check for the purchase price of the controller (after instant rebates & discounts) and up to \$150 toward labor costs for installation performed by a landscaping contractor (C-27). Each City of Sacramento Water account is allowed up to \$400 in total smart sprinkler controller rebates and reimbursements, including product and labor costs.

I understand that I may be contacted by City Water Conservation Staff to schedule post-inspection to verify controller's installation, irrigation systems' conditions (no overspray, run-off, broken leaking water devices, etc.) and appropriate programming, as well as to discuss additional rebates. I understand that City Water Conservation Staff will contact me at the phone number or email provided at checkout. If I do not comply with the post-inspection request to verify installation, I will repay the City the funds I received under this Agreement.

I understand that each City of Sacramento Water account is allowed up to up to \$400 in total smart sprinkler controller rebates and reimbursements for product and labor costs, including up to \$150 in labor costs for installation performed by a landscaping contractor (C-27). Any reimbursement in addition to instant rebates received on SMUD Energy Store can be collected from the City of Sacramento by [applying online](#). Labor reimbursement is subject to available grant funding.

Applicable Conditions:

1. I understand that: (1) this is a limited, first-come, first-served program, (2) SMUD and the City can deny any rebate or application that does not meet program requirements (which may change without notification).
2. Rebate programs are subject to availability of funds. SMUD and the City of Sacramento expressly reserve the right to modify, amend or terminate the program in whole or in part, at any time and for any reason without prior notice.
3. I am responsible for installing and correctly programming the smart controller within 120 days of purchase from SMUD Energy Store. I may install it myself or hire a contractor to do the work. In either case, neither SMUD nor the City is responsible or liable for any damage to my lawn or property in any way connected to the retrofit project.
4. I understand that if my project is not completed within 120 days of purchase and I am contacted by the City's Water Conservation Staff for post-inspection, I must submit a request for extension via mail or email as early as possible. If I do not request an extension or refuse to install the product, I will repay the City the funds I received under this Agreement.
5. I will allow the City to conduct site visits to my property within five years of the date of this Agreement for the purpose of collecting data and photographs of the project site. The City will contact me in advance to arrange times for these visits.
6. I am responsible for complying with all applicable laws, regulations, ordinances, or other legal requirements, and nothing in this Agreement shall excuse or modify any such requirements.
7. Disclaimer of Warranties: SMUD and the City make no representations, expressed or implied, regarding the design, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by the customer. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be at the sole discretion and are the sole responsibility of the customer.
8. I agree to defend, indemnify, protect and hold SMUD and City of Sacramento and its agents, officers, and employees harmless from and against any and all claims or liability for injuries or damages to any person or property to the extent arising from my acts or omissions, or the acts or omissions of my contractor or anyone acting on my or my contractor's behalf, or from conditions on my property.
9. I understand that the smart controller installation must remain in place for a minimum of five years after project completion. If, prior to the expiration of the five years, I decide to replace the Smart Controller with a standard irrigation controller, I will repay the City the funds I received under this Agreement. This Agreement shall remain in effect until the five years have expired.