



## **APPLICATION INSTRUCTIONS**

The SRP Business Solutions Retrocommissioning Program aims to help you identify low-cost opportunities to improve the efficiency of existing major mechanical and electrical systems and reduce energy costs without adversely affecting your facility or system operations.

To participate in this rebate program, please review the following steps:

1. **Read** the Terms and Conditions included in this packet.
2. **Complete** the application.
3. **Sign** the project application.
4. **Retain** a copy of the completed application. Submitted applications will become the property of SRP.
5. **Submit** the completed application and required documentation to:

SRP Business Solutions Retrocommissioning Program  
3100 W Ray Rd, Suite 230  
Chandler, AZ 85226  
Fax: (480) 345-7601  
Email: [savewithsrpbiz@srpnet.com](mailto:savewithsrpbiz@srpnet.com)

**For More Information.** For more information about the SRP Business Solutions Retrocommissioning Program, measure eligibility, rebates, or other SRP programs, please contact us:

- Online at [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com)
- By phone at (602) 236-3054
- By email at [savewithsrpbiz@srpnet.com](mailto:savewithsrpbiz@srpnet.com)

**PRE-APPLICATION CHECKLIST**

**Please confirm you meet the following minimum eligibility requirements before applying to participate in the program:**

Are you a non-residential SRP customer whose facility receives electric service on an eligible price plan? You can check a recent electric bill or refer to the service territory map in Appendix F of the SRP Business Solutions Retrocommissioning Program Participant Program Manual.  Yes  No

Are you willing to commit to spending \$3,000 on the implementation of identified retrocommissioning measures with an estimated simple payback of 2.0 years or less based on electrical and gas savings?  Yes  No

Is your facility at least 2 years old (or new construction at least 150,000 sq. ft.) and either has at least 50,000 sq. ft. in air-conditioned floor space or 1,000,000 kWh in annual energy usage?  Yes  No

Is your facility free of significant problems that require capital repairs or replacements and have no planned major system renovations or retrofits?  Yes  No

Does your facility have an existing and functional building or system energy management system (EMS) with direct digital control (DDC)?  Yes  No

**If selected for participation in the program, can you accept the following responsibilities?**

Provide access to the facility and sufficient time for facility personnel to interface with the Qualified Service Provider (QSP) during all phases of the project?  Yes  No

Provide and assist with the reporting and collection of information pertaining to the operation of the facility during all phases of the project?  Yes  No

Implement the mutually accepted retrocommissioning measures according to the scope and procedures outlined by SRP within a mutually agreed-upon timeline?  Yes  No

**Next Steps**

If you answered yes to the above questions, please complete this application and submit it to SRP for consideration. In reviewing your application, SRP will look for evidence that cost-effective retrocommissioning opportunities exist at your facility. SRP’s decision regarding the selection of program applicants will be final and binding for all parties.

**GENERAL INFORMATION**

**Important:** Submit this page with the signed Terms and Conditions, the completed Assessment Worksheet, and supplemental documentation, as appropriate. Please allow three weeks for application review following the complete documentation submittal. Ineligible or incomplete applications will not be approved.

**CUSTOMER INFORMATION**

Business name (as it appears on SRP Bill) \_\_\_\_\_

SRP Account number(s) if known \_\_\_\_\_

Facility Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact name \_\_\_\_\_ Contact phone number \_\_\_\_\_ Contact fax number \_\_\_\_\_ Email \_\_\_\_\_

Mailing address (if different from the installation address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Occupied last 12 months:  Yes  No If no, the number of months vacant : \_\_\_\_\_

How did you hear about the SRP Business Solutions Retrocommissioning Program? \_\_\_\_\_

**FACILITY INFORMATION**

Primary building use (indicate percentages if multiple types)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Automotive Facility         | <input type="checkbox"/> Hospital                | <input type="checkbox"/> Police/Fire Station |
| <input type="checkbox"/> Convention Center           | <input type="checkbox"/> Hotel/Motel             | <input type="checkbox"/> Post Office         |
| <input type="checkbox"/> Court House                 | <input type="checkbox"/> Library                 | <input type="checkbox"/> Religious Building  |
| <input type="checkbox"/> Data Center                 | <input type="checkbox"/> Manufacturing Facility  | <input type="checkbox"/> Retail              |
| <input type="checkbox"/> Dining: Bar Lounge/Leisure  | <input type="checkbox"/> Motion Picture Theater  | <input type="checkbox"/> School/University   |
| <input type="checkbox"/> Dining: Cafeteria/Fast Food | <input type="checkbox"/> Multi-Family Housing    | <input type="checkbox"/> Sports Arena        |
| <input type="checkbox"/> Dining: Family              | <input type="checkbox"/> Museum                  | <input type="checkbox"/> Town Hall           |
| <input type="checkbox"/> Dormitory                   | <input type="checkbox"/> Office                  | <input type="checkbox"/> Transportation      |
| <input type="checkbox"/> Exercise Center             | <input type="checkbox"/> Parking Garage          | <input type="checkbox"/> Warehouse           |
| <input type="checkbox"/> Gymnasium                   | <input type="checkbox"/> Penitentiary            | <input type="checkbox"/> Workshop            |
| <input type="checkbox"/> Health Care - Clinic        | <input type="checkbox"/> Performing Arts Theater | <input type="checkbox"/> Other _____         |

Building size (sq. ft.): \_\_\_\_\_

Number of Floors: \_\_\_\_\_

Percent Conditioned: \_\_\_\_\_

Year Built: \_\_\_\_\_

Preferred QSP: \_\_\_\_\_

Monitoring-Based Commissioning (MBCx)?: \_\_\_\_\_

Occupancy schedule

M-F \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_

What is the potentially available budget for implementing measures related to this retrocommissioning study? Projects can range in cost from \$0.05/sq. ft. to \$0.50/sq. ft. Keep in mind that the program provides a rebate of \$0.05/kWh saved in the first year and \$100/average peak kW after meeting the initial \$3,000 commitment to offset additional implementation costs.

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Describe any currently planned energy efficiency, renovation, or equipment replacement/upgrade projects for the facility.

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Is the EMS capable of storing at least 2 weeks of data and exporting this data to a Microsoft Excel compatible format for numerous points simultaneously?

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When is the EMS likely to be replaced or receive a major hardware upgrade?

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What components of the facility are controlled with direct digital control (DDC) equipment?

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What components of the facility are controlled, not just actuated, pneumatically?

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Summarize problems or opportunities for improvement that currently exist related to the HVAC and lighting systems.

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List any additional systems other than HVAC and Lighting you want to investigate with this project, such as compressed air, refrigeration, data center, or process equipment.

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After applying, the program administrator will schedule a time to visit your site to review the current facility information. Be sure access is available to the EMS (including EMS screenshots), existing equipment, equipment lists, and facility drawings. Please send these directly to the program administrator along with the application if available.

**APPLICATION AGREEMENT**

By signing below, I certify and agree as follows:

1. As the Customer Representative, I have the authority to bind the Customer to this Retrocommissioning Program Application Agreement and sign on the Customer’s behalf.
2. The customer has read, understands, and agrees to be bound by and comply with the terms set forth herein and the customer eligibility, measure eligibility, and participation procedures in the SRP Business Solutions Retrocommissioning Program Manual.
3. All information provided by the Customer in this SRP FY24 Business Solutions Retrocommissioning Program Project Application, including attachments, is accurate and complete and I will notify SRP and Resource Innovations of any changes to the information.
4. Any and all funds determined to be acquired on the basis of inaccurate or fraudulent information shall be returned to SRP.

Customer Representative Printed Name and Title	Signature	Date
	(Ink signature required. Program allows digital signatures from approved electronic signature tools.)	

**W-9 TAX INFORMATION**

Customers receiving the benefit of SRP Business Solutions incentives, in an amount of \$600 or more per calendar year, whether paid directly to the customer or assigned by the customer to a third party (including without limitation to a Qualified Service Provider (QSP) for services provided to the customer), will be issued a Form 1099 unless the customer is a corporation or otherwise exempt under the IRS regulations.

**Important:** This link redirects you to the location of the W-9 form on the IRS website. The form has to be downloaded and filled out as part of the application.

[Click here to access and download a copy of the W-9 form](#)

**Payment Release (If Applicable)**

**PAYMENT RELEASE** (Complete only if incentive(s) is/are to be assigned to someone other than the participant)

Check should be made out to:			
Mailing address:	City:	State:	Zip:
Contact name:	Contact telephone/email:		
<b>Checkboxes for which payments the release applies to:</b>			
Monitoring Based Commissioning Integration Payments (if applicable) <i>50%, up to \$15,000 for initial integration &amp; 50%, up to \$15,000 after final verification</i>	Customer Verification Payments <i>\$0.05/kWh + \$100/avg. peak kW (after \$3,000 commitment met)</i>		

If the payment release section is filled out above, I AM ACKNOWLEDGING THAT I HAVE AUTHORITY TO ISSUE THIS PAYMENT RELEASE AND THAT I AM AUTHORIZING SRP TO ISSUE THE REBATE PAYMENT TO THE THIRD PARTY NAMED ABOVE. I UNDERSTAND THAT CUSTOMER WILL NOT BE RECEIVING THE REBATE PAYMENT CHECK FROM SRP. I ALSO UNDERSTAND THAT MY RELEASE OF PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT CUSTOMER FROM THE REBATE REQUIREMENTS OUTLINED IN THE TERMS AND CONDITIONS AND MAY NOT AFFECT CUSTOMER’S TAX LIABILITY FOR REBATES PAID BY THE PROGRAM.

**TERMS AND CONDITIONS**

SRP is implementing the SRP Business Solutions Retrocommissioning (“RCx”) Program (“Program”) to provide customers with technical services to improve energy efficiency in qualifying SRP served facilities. These Terms and Conditions set forth terms governing a customer’s participation in the Program. By signing the SRP Business Solutions RCx Program Application Agreement, the customer named in the Customer Information section (“Customer”) is agreeing to comply with and be bound by these terms.

1. **Definitions:** The following terms used in these Terms and Conditions are defined as follows:
  - a. “Customer Selection Form” is the document maintained by the Qualified Service Provider (QSP) which summarizes the Recommended RCMs, Recommended RCM Costs, the RCM Bundle to be implemented, and the Required Implementation Date.
  - b. “Minimum Customer Implementation Commitment” is the minimum amount Customer agrees to spend on the implementation of the RCM Bundle at Customer’s facility as consideration for participation in the Program and the Retrocommissioning service rebate. The Minimum Customer Implementation Commitment is \$3,000 or the total cost of the RCM Bundle is less than \$3,000. Customer is only required to implement Recommended RCMs, with a simple payback of 2.0 years or less based upon electrical and gas savings. Costs related to Customer personnel assistance under the Program do not count toward the Minimum Customer Implementation Commitment.
  - c. “RCM Bundle” is the group of Recommended RCMs chosen by Customer for implementation and documented in the Customer Selection Form.
  - d. “Recommended RCMs” are the individual retrocommissioning measures that are recommended by the QSP for implementation at the Customer Facility. Customer has sole discretion as to which RCMs are selected (if any). Recommended RCMs will not be eligible for any rebates, energy engineering services, or credits outside of the Program, so Customer shall not apply for any other SRP rebates or services with respect to Recommended RCMs at any time.
  - e. “Recommended RCM Costs” are estimated market costs (net of any discounts, rebates, or other consideration that reduces costs) for Customer to purchase and implement Recommended RCMs at the Customer's Facility. The Recommended RCM Costs will be stipulated in the Customer Selection Form.
  - f. “Required Implementation Date” is the date by which Customer must complete the Minimum Customer Implementation Commitment. The Required Implementation Date is mutually agreed upon and documented between SRP and Customer. For this project, the Required Implementation Date is 120 days after the Investigation Report meeting date. Upon successful and timely implementation of measures to meet the Minimum Customer Implementation Commitment, Customer may implement additional measures up to 1 year from the Investigation Report meeting date.
2. **Program Administrator:** SRP has contracted Resource Innovations, Inc. (“RI”) to act as the Program Administrator and authorizes RI to administer the Program including, but not limited to, such activities; review, processing, and approval of customer applications; pre and post inspections of customer facilities and project information requests from the customer; measurement and verification activities; and issuing rebate checks.
3. **Alliance Participants:** As a convenience to customers, SRP provides a list of contractors, engineers, architects, distributors, manufacturers, and other organizations that may assist customers with SRP programs (“EEA Members”). In addition, some EEA Members have been approved to assist customers under certain SRP programs (“Qualified Service Provider” or “QSP”) (EEA Members and QSPs are collectively referred to as “Alliance Participants”). Customer acknowledges that Alliance Participants are independent contractors with respect to the SRP programs and are not authorized to make representations or incur obligations on behalf of SRP or RI. Participation as an Alliance Participant does not constitute an endorsement by SRP or RI, nor does it certify or guarantee the quality of work performed. Neither SRP nor RI are responsible if an Alliance Participant or other contractor, retailer, vendor, or other party provides you with inaccurate information about the amount or conditions of an SRP program.
4. **Program Term:** Funds are limited and applications to the Program are accepted on a first-come, first-served basis. The FY24 Program is effective from May 1, 2023, through April 30, 2024 (“Program Term”).
5. **Customer Eligibility:** To be eligible for the Program, the Customer must be a current SRP non-residential retail electric customer and meet the customer eligibility requirements outlined in the SRP Business Solutions RCx Program Manual.
6. **Program Manual:** The SRP Business Solutions RCx Program Manual (“Program Manual”) describes in detail the customer and the equipment eligibility requirements, rebate information, and program participation process for customers participating in the Program. Customer must read and comply with the Program Manual, available at [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com) and incorporated herein by reference.
7. **Program Participation Process:** In addition to other requirements provided for in these Terms and Conditions, to be considered for participation in the Program and to qualify for rebates through the Program, Customer must complete the following:
  - a. Customer must submit a completed FY24 SRP Business Solutions RCx Program Project Application (“Project Application”) and any supplemental documentation requested. Customer must provide a valid and signed W-9 form with all required information with its Project Application.

- b. If approved to participate in the Program, the QSP will begin the investigation phase of the project following a project kick-off meeting. Investigation phase activities must be performed by a Program approved QSP.
  - c. Upon implementation of the RCM Bundle, Customer shall provide RI with written notification (email is sufficient) providing that the RCM Bundle is implemented and operational. Customer acknowledges that it is responsible for separately arranging and paying for the implementation of the RCM Bundle.
8. **Project Application:** Customer understands that submission of an application, even if correct and complete, does not guarantee that Customer will receive a rebate. Failure to complete or provide any of the required information, including, but not limited to, signatures, forms, or other requested documentation, may result in the denial or return of the Project Application.
9. **Program Rebates:** The Program offers service and building owner rebates as outlined in the Program Manual. Payment of any rebate is subject to the Customer's satisfactory completion of all Program requirements and compliance with these Terms and Conditions. Customer may be required to refund all or part of any rebate paid if the implemented measures do not remain (or were not) installed for five (5) years or the end of the product life, whichever is earlier.
  - a. Customers who complete the Minimum Customer Implementation Commitment according to Program requirements qualify to receive investigation and verification phase services performed by a QSP, as described in the Program Manual, at no cost. Customer understands that in order to receive this service rebate, the investigation and verification services must be completed by a Program approved QSP.
  - b. Customers with RCM Costs which exceed the Minimum Customer Implementation Commitment of \$3,000 may be eligible to receive a building owner rebate as outlined in the Program Manual. Building owner rebates are subject to a 100% cost cap, are only available after the Minimum Customer Implementation Commitment of \$3,000 is met, and are contingent upon installation of the RCM Bundle by the Required Implementation Date.
  - c. Customers participating under the MBCx path may be eligible for building owner rebates for the integration of MBCx software into the customer's EMS (hardware). To be eligible for such rebates, Customer must contract with an SRP approved QSP for MBCx software integration and at least 24 months (but only 12 months for new construction facilities after a steady operation (as determined in RI's sole discretion) and finalizing New Construction Solutions projects) of monitoring and data trending through the integrated MBCx software and hardware package after completing the integration. Rebates caps related to MBCx path incentives are specified in the Program Manual.
10. **Rebate Caps:** SRP allows customers to participate in multiple programs subject to an annual rebate cap, which is the maximum rebate amount a customer is eligible to be paid for the Program Term. For FY24, the rebate cap is \$300,000 per customer for all SRP Business Solutions programs in aggregate. For the sake of clarity, the rebate cap will include, but not be limited to, all payments made for an assignment by the customer to a third party. A customer may be a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of rebate caps, a customer who is the holder of multiple accounts or corporate accounts with a single SRP customer identification number will be considered a single customer. An organization of this type can participate in multiple SRP programs but will be subject to any applicable customer rebate caps. SRP retains the right to make a final determination of customer eligibility.
11. **Right to Inspect:** To confirm eligibility, compliance with Program requirements, and support identification, implementation of RCMs, and measurement and verification (M&V), Customer shall provide SRP and its subcontractors and QSPs:
  - a. All requested Customer information including, but not limited to, account information, energy usage data, relevant building systems documentation, and contact information for Customer's existing service contractors whose knowledge or activities could support implementation.
  - b. Assistance with the reporting and collection of information pertaining to the operation of the Facility and time for Facility personnel to interface with the QSP to assist with data collection from building systems.
  - c. Access to the Facility during normal business hours throughout all phases of the project and for up to two years from the date of equipment installation.

Inspection may include a telephone survey, site visit, and/or the installation of temporary monitoring equipment at any time up to two years after installation. If selected for inspection, the rebate will be withheld pending the outcome of the inspection. If the equipment is found to be in compliance with the Program requirements, the rebate will be paid. If the equipment is not in compliance, the Customer will be notified.
12. **Hazardous Materials:** SRP, RI, and their respective agents, employees, and contractors shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation asbestos, asbestos products, PCBs, or other toxic substances. Customer shall dispose of replaced equipment in accordance with local, state, or federal codes and regulations and cannot reinstall the equipment in another location.
13. **Energy Benefits:** In exchange for any approved equipment and/or service rebates for energy efficiency measures, Customer hereby sells, transfers, and conveys to SRP all Environmental Attributes and Environmental Attributes Reporting Rights, as such terms are defined below, associated with the energy savings attributable to the qualifying measure(s) or its operation. "Environmental Attributes" means



those aspects, claims, characteristics, and benefits of avoided energy use associated with the qualifying measure(s), as well as any and all fuel, emissions, air quality, or other environmental characteristics, including, but not limited to, white and green energy tags, renewable energy credits, energy efficiency credits, carbon credits, or certificates attributable to the energy savings or avoided use associated with the qualifying measure(s). "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise.

14. **Compliance with Law:** Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the Program, including without limitation, the installation and maintenance of eligible equipment. Customer shall, at its own expense, obtain and maintain licenses and permits needed to install eligible equipment. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations under these Terms and Conditions.
15. **Project Installations:** Customer acknowledges that while the Program may provide rebates supporting the installation of qualifying equipment and related measures, energy assessments, and identification of energy efficiency opportunities available at Customer's facility, neither SRP nor RI will install or implement such equipment or measures and the installation of and implementation of any qualifying equipment or measures will be carried out by the contractor working with Customer. Responsibility for delivery and workmanship related to any equipment or services procured by Customer exclusively rests with the contractor or retailer selected by Customer. SRP and RI assume no responsibility for oversight of contractor services or for any claims the Customer might have against the contractor, the manufacturer, or the retailer with regard to the energy efficiency services or measures implemented under the Program.
16. **No Warranties:** Customer shall independently evaluate any advice or direction given by SRP or RI related to estimates of energy savings or the cost, selection, or installation of energy efficiency measures. Customer is solely responsible for the selection of equipment or measures to be installed or implemented. SRP and RI make no representations and provide no warranty or guarantee with respect to the design, manufacture, construction, safety, potential energy or cost savings, performance or effectiveness of any equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. SRP AND RI DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, ENERGY SAVINGS, APPLICATION, AND NON-INFRINGEMENT.
17. **Customer Information:** By signing this Project Application, Customer hereby authorizes and acknowledges that SRP may disclose Customer's information relating to a Project Application (including, but not limited to, the entirety of its contents), and any other information related to the Customer's participation in the Program including, but not limited to, customer contact information, account information and billing data, energy usage, and tax identification numbers, to RI and Alliance Participants, as applicable, and any other third party utilized by SRP for the purposes of processing the Customer's application; to confirm eligibility for participation in the Program; to verify or audit program records or system installation, operation, and results; to issue payment on behalf of the Program; to monitor compliance with Program requirements and terms; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, SRP, RI, Alliance Participant, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose data would be disclosed before making such disclosure.
18. **Fraud:** Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
19. **Limitation of Liability:** To the fullest extent allowed by law, SRP and RI's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with Program requirements, and SRP, RI, and their respective governing bodies' members, officers, employees, contractors, and agents shall not be liable to Customer or any other individual or entity for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, SRP, RI, and their respective governing bodies' members, officers, employees, contractors, and agents shall not be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, regardless of the form of action whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind. Customer waives any claims it might have against SRP, RI, and their respective governing bodies' members, officers, employees, contractors, and agents.
20. **Indemnification:** Customer shall defend, protect, indemnify, and hold harmless SRP, RI, and their respective governing bodies' members, officers, employees, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses (including, but not limited to, attorneys' fees and expenses), damages, demands, judgments, causes of action, suits, costs and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, Customer's participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
21. **Taxable Income:** Customer acknowledges that receipt of any rebate pursuant to the Program may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to the Program. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of



- avoiding penalties under the Internal Revenue Code.
22. **Attorneys' Fees:** If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of these Terms and Conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and any petition for review.
23. **Disputes/Governing Law:** These Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of the state of Arizona without regard to conflicts of law principles. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state of Arizona.
24. **Program Changes:** SRP reserves the right to modify, update, and amend the terms and conditions of the Program, including, but not limited to, making adjustments to incentive amounts, qualifying measures, and changing or canceling the Program upon thirty (30) days written notice to Customer. Pre-approved applications, for which the applicant has completed all Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by SRP. The Program Agreement may be terminated by SRP, RI, or Customer at any time without cause. Sections 11-24 will survive the termination of this agreement and remain in full force and effect.
25. **Entire Agreement:** The terms and conditions set forth herein, including, but not limited to, any and all attachments and incorporated references, constitute a complete statement of the terms applicable to the Program and supersede all prior representations or understandings, whether written or oral, with regard to such subject matter. SRP shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein.

### APPLICATION CHECKLIST

Before submitting this application please verify the following:

- Are all required fields completed and accurate?
  - Did you read and understand the eligibility requirements in the Program Manual?
  - Did you read the Terms and Conditions and sign the Project Application?
  - Did you attach a completed copy of the W-9 tax form?
- If assigning payments to someone other than the name participant, did you fill out the payment release form?

#### SEND COMPLETED RETROCOMMISSIONING PROJECT APPLICATIONS TO:

SRP Business Solutions Retrocommissioning Program

3100 W Ray Rd, Suite 230

Chandler, AZ 85226

Fax: (480) 345-7601

Email: [savewithsrpbiz@srpnet.com](mailto:savewithsrpbiz@srpnet.com)