



Commercial Rebate Rules

1. Walk-through energy assessment required **BEFORE** any rebates are issued. Call Holy Cross at 970.947.5432 to schedule assessment.
2. Rebates are subject to change and/or discontinuation without notice. Funding is limited. Applications will be accepted on a first come, first serve basis.
3. Commercial is defined as any property on commercial rate code and multifamily units with four (4) or more individual units per building. Exception: residential definition for employee housing built by nonprofit 501(c)(3). These entities will be treated as commercial properties.
4. All measures must be installed within Holy Cross service territory. Equipment must be installed and working prior to applying for rebate.
5. Rebate checks will be sent 4-6 weeks after receiving completed rebate application.
6. Holy Cross Energy reserves the right to inspect the installation premises.
7. Holy Cross Energy is not liable or responsible for any act or omission of any party, consumer, or contractor whatsoever.
8. **Rebates capped at 25% of total project cost (material, contractor installed labor only) -- no sales tax, shipping or handling, permit fees, or in-house labor shall be counted toward the project cost.**
9. Detailed invoice with breakout of equipment showing manufacturer and model number and labor costs for purchases and work performed must be furnished.
10. Rebates will be awarded based on fair and reasonable price of equipment and labor. Holy Cross reserves the right to adjust rebate based on a price that commensurate with the extent and complexity of the services/equipment to be provided and is comparable to the price paid by the department or entities for projects of similar scope and complexity.
11. Rebate application and associated invoices must be received no later than 90 days from date on invoice.
12. Consumer(s) of record must have an active electric account in good standing with Holy Cross Energy (no more than 2 delinquent payments in 12 months).
13. **Total rebates per commercial member are limited to \$30,000 per year per member.**
14. Holy Cross Energy reserves the right to refuse payment and participation if the consumer or contractor violates program rules and procedures. Holy Cross Energy is not liable for rebates promised to consumers because of a contractor misrepresenting the program.
15. Equipment must meet the technical requirements listed in the application forms. Holy Cross Energy reserves the right to withhold payment for products that do not meet the requirements.



POWER SUPPLY

The Fine Print: If Applicant makes any misrepresentation in the Application or fails to abide by each and every term and condition of the WE CARE rebate program in effect from time to time, then after notice by HCE to Applicant of such violation the Applicant shall forthwith pay to HCE all of such rebate to HCE. If Applicant fails to pay such rebate to HCE within ten days after such notice, then Applicant shall pay in addition to such amount all of HCE's cost of collection of such amount including without limitation all of HCE's attorney fees. All unpaid amounts due by Applicant to HCE shall bear interest at the rate of eighteen percent per annum from the due date until paid; and such interest shall be compounded annually. HCE may at its sole election at any time offset or equitably recoup any amount due from Applicant from any amount that HCE has due or that may become due from HCE to Applicant. HCE may at its sole election add any amount due by Applicant to any electric service bill of HCE to Applicant; and HCE shall have all of its rights for Applicant's failure to pay such electric service bill including without limitation termination of electric service.