

Terms & Conditions

Vectren Indiana Business Rebate Programs



Refer to the information below to ensure you are eligible for Vectren's Indiana Business Rebate Programs. For assistance determining your eligibility, call 1-866-240-8476 to speak with a program representative.

Vectren offers its commercial and industrial customers several programs to facilitate the installation of qualifying energy efficiency equipment at a customer's facility; the Prescriptive Program, Custom Program, New Construction Program, Building Tune-Up Program, Small Business Energy Solutions Program, and Multifamily Energy Solutions Program (individually referred to as "Program"). These Vectren Program Terms and Conditions ("Terms and Conditions") set forth the terms governing a Vectren customer's participation in a Program and will be incorporated by reference into the participation terms ("Program Agreement") outlined in that Program's Application and Agreement form and required to be signed and completed by eligible customers applying for rebates offered through that Program. Each Program Agreement, together with these Terms and Conditions, will be one separate and complete agreement, independent of any other Program Agreement that the parties may execute. By signing the Program Agreement, the customer named on the Program Application ("Customer") is agreeing to comply with and be bound by these Terms and Conditions. Capitalized terms not defined below are as defined in the Application and Agreement for the Program that the Customer is submitting an application.

Program Administrator

Vectren has contracted and authorized Nexant, Inc. ("Nexant") to administer this Program including such activities, but not limited to; review, processing, and approval of customer applications; pre- and post-inspections of customer facilities and project information requests from customers; completion of energy assessments at customer facilities; measurement and verification activities; and issuing rebate checks.

SBES and MFES Trade Allies

As a convenience to customers, Vectren provides a list of contractors, distributors, manufacturers, and other organizations ("Trade Allies" or "Energy Advisors") who may assist customers participating in the SBES and MFES Programs. Customer acknowledges that Vectren, Nexant, and the Trade Allies are independent contractors with respect to the Programs, and that Trade Allies are not authorized to make representations or incur obligations on behalf of Vectren or Nexant. Participation as a Trade Ally does not constitute an endorsement by Vectren or Nexant, nor does it certify or guarantee the quality of work performed.

Program Funding

The Program term is through December 31, 2018. Program funds are limited and rebates are subject to funding availability. Rebate applications are accepted on a first-come, first-served basis until the conclusion of the Program term, or until Program

funds are no longer available. Rebates are limited to \$100,000 in electric rebates and \$100,000 in natural gas rebates per premise per calendar year.

Customer Eligibility, Electric Programs

To be eligible for the Program, Customer must be a current Vectren customer on a non-residential electric price plan for services provided at the facility where the project is located or a new service customer intending to receive electric services from Vectren on a non-residential electric rate. Facilities newly constructed in the past 12 months are not eligible for participation in the SBES or MFES Programs.

Customer Eligibility, Gas Programs

To be eligible for the Program, Customer must be a current Vectren natural gas commercial customer. Qualifying commercial accounts include rates 120, 125, 220 and 225. Commercial accounts with rates 220 and 225 are not eligible for the New Construction Program, the Small Business Energy Solutions Program, or the Multifamily Energy Solutions Program. Location of installed equipment must have Vectren natural gas service.

Program Rebate

Vectren reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost effectiveness and final rebate amounts. Eligible equipment receiving rebates under the Program are not eligible for purchase and installation rebates or credits under any other Vectren programs. Please allow up to six (6) weeks to receive your rebate payment after final approval of project documentation.

Customer Application

Customer understands that submission of an application, even if correct and complete, does not guarantee payment of rebates. Payment of the rebate amount is based on Vectren's approval of installed measures and Customer meeting all eligibility and Program requirements.

Facility Inspections

To support identification, verification, and implementation of energy efficiency measures at Customer's facility identified in the Customer Application ("Facility"), Customer shall permit Vectren, Nexant and their Program-approved service providers access to the Facility during normal business hours. In the case of a leased facility, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer will provide any requested information relating to the facilities, systems, and installed equipment, as requested by Vectren or Nexant, to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings.

Tax Liability

Customer acknowledges that receipt of any rebate pursuant to the Program Agreement 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 Agreement. 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.

Energy Benefits

In exchange for the rebates provided by Vectren, Customer agrees to transfer to Vectren all Environmental Attributes, as defined below, associated with the energy efficiency measures implemented. Environmental attributes means any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by Vectren generating facilities through reduced generation of energy or other savings or offsets on account of the energy efficiency project(s). Customer will not claim ownership of any environmental attributes. As long as the customer at the same time states the energy efficiency project(s) was made possible with funding from Vectren, Customer may claim that it is facilitating the production of the environmental attributes attributable to the energy efficiency project(s).

Customer Information

By signing the Program Application, Customer authorizes and acknowledges that Vectren may duplicate, disseminate, release and disclose Customer's information relating to a Customer Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information and billing data, energy usage, and tax identification numbers to Nexant and Trade Allies, as applicable, and any other third party utilized by Vectren for the purposes of processing the Customer Application, to verify or audit Program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, Vectren and its subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Vectren reserves the right to publicize Customer's participation in this Program. Customer may opt out of such publication in writing provided to Vectren.

Logo Use

Customers or contractors may not use the Vectren program name or logo in any marketing, advertising, or promotional

material without written permission.

Project Installations

Customer acknowledges that while the Program may provide energy assessments and identification of energy efficiency opportunities available at the Customer's Facility, neither Vectren nor Nexant will install any equipment or implement any efficiency measures. Customer shall independently evaluate any information provided by Vectren or Nexant related to estimates of energy savings or costs and selection or implementation of projects. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a third-party service provider or Trade Ally ("Customer Contractor") to complete the installation of and implementation of any equipment or measures. Customer acknowledges that Customer Contractor is not an agent, contractor or subcontractor of Vectren or Nexant. Responsibility for delivery and workmanship related to any equipment or services the Customer procures with a Customer Contractor exclusively rests with that contractor.

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 Vectren. 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.

No Warranties

Vectren and Nexant do not make any, and both Vectren and Nexant expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. VECTREN AND NEXANT 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.

Indemnification

Customer shall defend, protect, indemnify and hold harmless Vectren, Nexant and their respective directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits,

costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of Customer's act or omission; provided however, that Customer shall not indemnify and hold harmless any Indemnified Party against Claims for any matter that Vectren and Nexant have indemnified customer.

Limitation of Liability

To the fullest extent allowed by law, Vectren and Nexant's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with the Program Agreement, and Vectren, Nexant and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations.

Notwithstanding anything in these Terms and Conditions to the contrary, Vectren, Nexant, and their respective directors, officers, employees and/or agents shall not be liable hereunder for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

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 the Program Agreement.

Toxic Materials

Vectren and Nexant, or their respective agents, consultants, and subcontractors 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.

Arbitration

CUSTOMER EXPRESSLY AGREES THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS RELATING TO OR ARISING UNDER ANY PORTION OF THE PROGRAM AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTUAL OR POTENTIAL CLAIMS REGARDING THE ACCESS, DISCLOSURE, OR USE OF CUSTOMER'S PERSONAL INFORMATION (INCLUDING BUT NOT LIMITED TO NAMES, ADDRESSES, EMAIL ADDRESSES, TAXPAYER IDENTIFICATION NUMBERS, EMPLOYER IDENTIFICATION NUMBERS, SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS, OR ANY OTHER INFORMATION THAT IS ABOUT OR COULD BE USED TO IDENTIFY THE CUSTOMER) SHALL BE SETTLED BY BINDING ARBITRATION. CUSTOMER, VECTREN, AND NEXANT EXPRESSLY WAIVE ANY RIGHT TO PURSUE OR DEFEND CLAIMS IN ARBITRATION AS PART OF A CLASS. ALL DISPUTES REGARDING THE ARBITRABILITY OF ANY CLAIM SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION. CUSTOMER FURTHER AGREES THAT ANY CLAIMS SHALL BE LIMITED TO ACTUAL INJURY SUSTAINED BY THE INDIVIDUAL AS A DIRECT RESULT OF ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF PERSONAL INFORMATION AND THAT CUSTOMER MAY NOT SEEK PUNITIVE, CONSEQUENTIAL, OR OTHER STATUTORY DAMAGES.

Governing Law

The Program Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The parties hereto hereby agree and consent that the exclusive, proper and preferred venue of any claim or cause of action concerning the Program Agreement shall lie in the Vanderburgh County, Circuit or Superior Courts, Evansville, Indiana, or in the United States District Court for the Southern District of Indiana for purposes of disputes concerning or arising under, and enforcement of, these Terms and Condition.

Program Changes

Vectren reserves the right to change or cancel the Program or its terms and conditions at any time without notice. Preapproved applications, for which the Customer has completed the required Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by Vectren. The Program Agreement may be terminated by Vectren, Nexant or Customer at any time without cause.