

## Medical Baseline Battery Rebate: Terms & Conditions

1. Herein, Applicant refers to the party filing an application to participate in East Bay Community Energy's ("EBCE") Medical Baseline Battery Rebate Program ("Program").
2. To be eligible for the rebates, you must be a customer of EBCE who is also enrolled in Pacific Gas & Electric's Medical Baseline program, and have an electricity-dependent medical device at home.
3. The Applicant must purchase a Goal Zero Yeti 3000 Portable Power Station ("Eligible Product").
4. The Applicant may receive no more than one (1) \$1,000 rebate from EBCE towards total Eligible Product cost. Eligible Product costs beyond the total rebate amount are the responsibility of the Applicant. The total rebate amount available will be confirmed with the Applicant upon application approval.
5. Rebates will be issued to qualified Applicants on a first-come, first-served basis. Rebates are available until total Program funds are exhausted.
6. EBCE reserves the right to withhold rebate payments and/or recover the amount of any rebate payment already issued if Applicant is found to have made any material misrepresentation in their application, or to have violated any terms, conditions, or restrictions of the Program.
7. EBCE funds the rebate for the Eligible Product through the Program, but does not manufacture, own, or maintain the Eligible Product. As such, EBCE makes no representations, guarantees, or warranties about the equipment, and is not responsible for the performance of the Eligible Product.
8. It is the Applicant's sole responsibility to determine the suitability of any product to their needs, and to be fully aware of the limitations of any warranty or guarantee provided by the manufacturer.
9. By participating in this Program, Applicant agrees that, to the fullest extent permitted by law, Applicant shall defend, indemnify, and hold EBCE, its members, officials, officers, agents, and employees free and harmless with respect to any and all claims, damages, liabilities, liens, and losses of any kind, arising out of, or incurred in connection with Applicant's purchase and/or use of Eligible Product acquired as a result of this Program, and/or any actual or alleged failure of the Eligible Product to perform as expected by the Applicant.
10. Applicant understands that EBCE does not guarantee the condition of the Eligible Product or its operation, and is not responsible for any power outages or degradation of the power supply attributable in whole or in part to the Eligible Product, or for any injury or death, or any damage to the site, buildings or other assets at the site, caused by the Eligible Product, its operation or malfunction, its proper or improper electrical connections, or inadequate or excessive power output.
11. By participating in the Program, Applicant authorizes EBCE to use your contact information to communicate information with you about this Program and related EBCE programs. EBCE will not sell or share your personal information to any third-parties.
12. The Applicant represents that the Applicant is authorized to use the Eligible Product at the location specified in the application.
13. EBCE reserves the right to verify any and all information provided by an Applicant.
14. No rebate will be provided: (i) for any product or equipment purchased except the Eligible Product and (ii) unless and until the purchase and facts set forth in the Applicant's application are verified and confirmed.
15. Applicant agrees that EBCE, and its members, officers, agents and employees do not warrant the quality, quantity, or workmanship of the Eligible Product procured in connection with this Program. EBCE hereby disclaims all express and/or implied warranties, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, to the maximum extent permitted by law. Each rebate provided in connection with this Program is provided "AS-IS." Applicant agrees that EBCE shall have no obligation or liability for any information furnished by anyone except EBCE in connection with the Program. Applicant agrees that any reliance by Applicant upon any such information is at the Applicant's sole risk.
16. Applicant acknowledges that Applicant needs an emergency backup plan, even with the Eligible Product. In the event of an emergency, Applicant should immediately contact 911.
17. Once eligibility has been determined, the Applicant will be notified via email. It generally takes 4-6 weeks to issue the rebate check.