

# Food Service Program

## TERMS AND CONDITIONS

1. Funding for the Food Service Program (“FSP” or “Program”) of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Incentive payments are not guaranteed. The incentive for a measure cannot exceed the unit purchase price of the measure.

***FSP may be modified, suspended, or terminated without notice.***

2. FSP participants and projects must meet the following requirements and guidelines to be eligible for FSP incentives:
  - a. Participant must be an active LADWP non-residential electric customer in good standing
  - b. Project must be located within LADWP’s service territory
  - c. Projects must meet all other FSP requirements as specified in the program application
3. “Customer” is LADWP’s customer of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act on their behalf. “Program Manager” is the LADWP assigned program administrator.
4. Only the Customer or Authorized Customer Representative may submit applications.

Applicant understands that submission of a signed FSP application constitutes acceptance of the Terms and Conditions of FSP and adherence to FSP policies and procedures. Applicant further understands that submission of application package does not guarantee participation, nor is it a guarantee of funding availability.

Applicants to the Program must have authority to contract, and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures (EEMs). The Applicant’s signature on the application indicates such permission has been obtained. This permission also allows LADWP and/or its agents or contractors to carry out FSP-related services and/or activities at the project site.

The FSP application package may be mailed to:

**LADWP NON-RESIDENTIAL PROGRAMS  
ATTN: FOOD SERVICE PROGRAM  
111 N. HOPE ST., JFB Room 1057  
LOS ANGELES, CA 90012-2607**

The FSP application package may also be e-mailed to [foodservice@ladwp.com](mailto:foodservice@ladwp.com).

***LADWP is not responsible for FSP applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.***

5. After installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and pre-inspection completed. Funds will be reserved only upon LADWP approval of the application.

***Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.***

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6. The applicant is responsible for meeting all program requirements and for compliance with state/county/city governments, property owner and/or homeowner's association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.
7. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out FSP-related services and/or activities, including but not limited to:
  - a. Post-installation equipment inspection to check installed equipment and verify the accuracy of the Customer's/ Authorized Customer Representative's information on qualified equipment as listed in the application.
8. All equipment installed must be new. Used, rebuilt, or refurbished equipment is not eligible for incentives.
9. LADWP reserves the right to modify or cancel the incentive amount if the actual measures installed differ from the measures indicated in Customer's approved application(s). The FSP incentive payments will be paid after the final approval of the project.
10. FSP incentive payments shall be based on the rebate rates/schedules in effect at the time the completed FSP application is approved by LADWP. FSP rebate rates/schedules may change without prior notification.
11. Promotional Period: To qualify for promotional rebates subject to Section 10 of the Terms and Conditions of the FSP, the promotional rebate is available for applications submitted during January 1, 2021 - March 31, 2021 with food service equipment purchased and installed between January 1, 2021 and March 31, 2021.
12. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
  - a. Completed and signed application
  - b. Completed and signed FSP Part B
  - c. Invoice(s) to support installation costs
  - d. Completed and signed IRS Form W-9
  - e. FSP Payment Assignment Form, if applicable
  - f. Pictures of purchased items must include serial number on installed equipment
13. Incentives are taxable, and if cumulatively greater than \$600, will be reported to the IRS. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this incentive payment
14. The selection, purchase, and ownership of products and equipment are the Customer's/Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer or installer. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of EEMs for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof, and the Customer/Authorized Customer Representative waives any claim against LADWP for any reason whatsoever arising out of the implementation of the EEMs.
15. Customer/Authorized Customer Representative/Contractor shall, at their own expense, obtain and maintain all licenses and permits required by federal, state, local, or other governing agency, at their own expense. Any failure by the Customer/ Authorized Customer Representative/ Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.
16. The Customer/Authorized Customer Representative shall not use LADWP'S corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without LADWP'S prior written consent. The Customer/Authorized Customer Representative/Contractor shall make no representations on behalf of LADWP.
17. Disclaimer: The Customer/Authorized Customer Representative/Contractor understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work

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performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.

Limitation of Liability: LADWP shall not be liable for any loss, claim, damage, or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed.

18. LADWP shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors, and any special, incidental, indirect or consequential damages incurred by the Customer/Authorized Customer Representative.
19. By applying for an LADWP rebate and/or program, personal information provided may be subject to public disclosure by requesting parties, pursuant to the California Public Records Act.

Questions? Visit [www.ladwp.com/foodservice](http://www.ladwp.com/foodservice) or contact the FSP Program Manager at (213)367-.