



COMMERCIAL LIGHTING INCENTIVE PROGRAM (CLIP)

TERMS AND CONDITIONS

1. “Customer” or “Applicant” is the LADWP customer of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act on their behalf other than the contractor, installer, manufacturer, dealer, vendor, or CLIP Recognized Vendor. “Program Manager” is the assigned LADWP program administrator.
2. Only the Customer or an Authorized Customer Representative may submit applications.
3. For each installation address, the Applicant must be a non-residential LADWP customer in good standing with a monthly Facility Charge (or Demand kW read) greater than 200 kW at the time of application. The Applicant is eligible only to receive incentives for energy efficient products designed to reduce the consumption of the energy distributed to the installation address serviced by LADWP.
4. Applicants to CLIP must have authority to contract, and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures. 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 CLIP-related services and/or activities at the project site.
5. The Applicant is responsible for compliance with all applicable Federal, State, County and Municipal codes, ordinances, rules, regulations, efficiency standards, and requirements for maintaining illumination at safe levels prior to installation. Applicant shall obtain any necessary permits and provide them to LADWP upon request.
6. Program funds are limited and incentives are not guaranteed. The LADWP may at any time, with or without prior notice, modify, suspend, or terminate the Commercial Lighting Incentive Program (CLIP).
7. Program funding will be disbursed on a first-come, first-served basis and is not guaranteed. Funds will be reserved for 120 days from the date of the Notice to Proceed Letter. Incentive dollars allocated for projects not completed within 120 days will be returned to the program fund.
8. Applicant understands that submission of a signed CLIP application constitutes acceptance of the CLIP Terms and Conditions and agreement to adhere to its policies and procedures. Applicant further understands that submission of an application package does not guarantee participation nor is it a guarantee of funding availability.
9. LADWP will pay incentives only for the energy savings derived from the installation of approved products, as specified in the application and authorized in the Notice to Proceed letter. Project approval from LADWP must be obtained prior to installation of any proposed equipment in order to be eligible for incentives.
10. CLIP does not allow changes in proposed product(s) or increases in project scope after a Notice to Proceed has been issued. Installation of any lighting equipment not specifically authorized in the Notice to Proceed will not qualify for incentives.
11. LADWP requires a complete application package which contains current versions of the following: 1) CLIP Spreadsheet; 2) signed and dated Efficiency Solutions Non-Residential Program Application (Part A); 3) signed and dated CLIP Project Information (Part B); 4) photographs of each unique fixture, lamp, and ballast type; 5) manufacturer’s original product specification sheets for all proposed equipment; 6) LED

Lighting Facts approved list for LADWP, if applicable; 7) NVLAP LED test report(s), if applicable; 8) signed and dated W-9 form for the LADWP Customer of Record

Applicant may submit the application package using one of the two following methods:

1. Email the CLIP application package and CLIP spreadsheet to CLIP@ladwp.com, or
2. Email the CLIP Spreadsheet to CLIP@ladwp.com and mail the CLIP application package to:

LADWP Non-Residential Programs
ATTN: CLIP
111 N Hope Street, Room 1057
Los Angeles, CA 90012

12. The Customer and contractor are responsible for the accuracy of all project documentation submitted to LADWP. LADWP may reject CLIP application packages with missing, inaccurate, or incomplete information; or, for submission of altered product documentation.
13. Photographs of existing lighting equipment must include at least one photo with the following information for each unique fixture type: a) fixture wattage or model number; lamp label indicating lamp type (e.g. fluorescent, metal halide, high pressure sodium, etc.) and wattage; and, if applicable, ballast label or nameplate indicating model number and lamp capacity.
14. LADWP is not responsible for incentive applications and/or documents sent to LADWP that may be lost or destroyed in transit.
15. The selection of contractor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Customer Representative.
16. Customer/Authorized Customer Representative waives any claims against LADWP arising out of the installation and/or use of the energy efficient product(s) specified in the application.
17. The LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, installer, manufacturer, dealer, or any other party.
18. The selection, purchase, and ownership of products and equipment are the Applicant's responsibility and the LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design.
19. All installed lighting equipment and controls must be new and operational at the time of inspection and must meet or exceed CLIP Program Requirements at the time of purchase.
20. Used, rebuilt, or refurbished equipment is not eligible for incentives.
21. All proposed lighting equipment must comply with California Title 20 Appliance Efficiency Program lighting efficiency standards, as demonstrated by listing in the California Energy Commission Modernized Appliance Efficiency Database (MAEDBS) at www.energy.ca.gov/appliances/.
22. LADWP reserves the right to require and perform pre- and post-inspections as a qualifying condition of incentive approval. LADWP may also return to the project site to perform measurement and verification of the implemented measures for up to 3 years after the date of installation.
23. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out CLIP-related services and/or activities, including but not limited to:
 - Pre-installation equipment inspection to examine the existing/baseline equipment and to verify the accuracy of the fixture counts and descriptions provided in the CLIP Spreadsheet(s)

- Post-installation equipment inspection to verify the number of completed lighting and control measures and that the make and model of the lighting equipment installed matches the make and model of the lighting equipment authorized in the Notice to Proceed
- Evaluation, Measurement, and Verification (EM&V) activities conducted at a later date by third-party contractors on behalf of the LADWP

Applicants are also responsible for providing qualified staff at pre- and post-inspections, equipped with the appropriate tools and ladder(s) or lift, to safely access and open a random sample of each luminaire type specified in the application regardless of location or mounting height.

24. The LADWP defines “Accurate” information as:
 - An error rate of less than five (5) percent on the total quantity of lighting fixtures specified in the CLIP spreadsheet, and
 - Ten (10) or fewer errors related to fixture descriptions, lamp types, lamp wattages, hours of operation, mechanical cooling, existing lighting controls, and, if applicable, fluorescent or HID ballast descriptions specified in the CLIP spreadsheet, and
 - Itemized Invoice(s) that reflect the purchase price of the measure equipment, detailing the unique make, model and unit cost of all installed equipment in sufficient quantity to those specified in the CLIP spreadsheet. Additional documentation supporting actual cost may also be required including, but not limited to, purchase invoices from Trade Professional’s distributor. LADWP reserves the right to deny the acceptance of revised documentation showing revised payment costs.
25. Official CLIP incentive commitments are made only through a written Notice to Proceed letter issued by the LADWP. The projected incentive amount provided in the Notice to Proceed is not a guarantee of payment and is subject to change if any project-related information is found to be inaccurate or incomplete or if the project scope changes prior to the final application approval.
26. LADWP retains sole discretion in determining the appropriate values used to calculate the incentive payment amounts. Incentive payments shall only be paid on energy efficiency products that meet or exceed Program Requirements when the application is approved. LADWP reserves the right to modify or cancel the incentive amount if the actual products installed differ from the products authorized in the Notice to Proceed letter.
27. An incentive check will be processed upon completion of all of the following: 1) final application approval has been granted by the Program Manager; 2) LADWP has received all required documentation including itemized receipts or invoices signed by the customer; and 3) all required LADWP inspections have been completed. The LADWP reserves the right to request additional information regarding the location and quantity of equipment installed.
28. The incentive amount cannot exceed one-hundred percent (100%) of the project costs directly related to the lighting installation, calculated on a per project basis.
29. Incentives are based on annualized energy savings and shall be paid based on the incentive levels in effect at the time a full and complete application package is received by the LADWP. Incentive rates may change without prior notification.
30. Incentives are taxable and, if cumulatively greater than \$600, will be reported to the IRS unless the Applicant is exempt. LADWP is not responsible for any taxes that may be imposed on the Applicant’s business as a result of receiving CLIP incentive(s).
31. Disclaimer: The Customer/Authorized Customer Representative understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work 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. Applicant waives any claim against LADWP for any reason whatsoever arising out of the implementation of CLIP-related measures.

32. 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.
33. By applying for an LADWP incentive and/or program, personal information provided may be subject to public disclosure by requesting parties, pursuant to the California Public Records Act.
34. Customer and Contractor acknowledge that due to many variables affecting project schedules as well as the application, inspection, review and approval processes, final approval by LADWP and issuance of incentive payment could take up to one (1) year.
35. Contractors shall be subject to be barred from further participation in CLIP for misrepresentation or violations of CLIP terms, conditions, requirements or policies.