2010 Chula Vista
Appliance Exchange Rebate Program

Rebate Reservation

Home Upgrade | Carbon Downgrade CHULA VISTA

Retailer Information

Reservation Confirmation #_____

Please check as appropriate:

( ) Refrigerator: Make & Model # _____ ( ) Clothes Washer: Make & Model # _____

( ) Room Air Conditioner: Make & Model # _____

_____/_____/_____
Retailer (store name) Employee Name (please print) Date

_____
Address City State Zip Code

(_____)_____
Daytime Telephone Email

Customer Information

_____
First & Last Name (as it appears on a Drivers License or Utility bill) Drivers License or Utility Account #

_____
Installation Address Apt. or space # City State Zip Code

(_____)_____(_____)_____
Daytime Telephone Alternate Telephone Email

PROGRAM ELIGIBILITY

Rebate customers (purchasers) must meet the following conditions to be eligible for the City-sponsored rebate:

- The device(s) must be an eligible energy-saving appliance model purchased to replace a similar, existing model (see Table 1 in Program Plan).
- Existing appliances replaced through the program must be properly disposed through a certified recycler (ex. Ecology Auto Parts in Chula Vista). The City's trash hauler, Allied Waste, can also issue recycling certificates to most residents through curbside bulky pick-up of the old appliance. In addition, retailers participating in the program may coordinate with a certified recycler as part of their delivery and haul away service (ex. Sears, The Home Depot, and Best Buy).
- Participant agrees appliance will be placed in a verified residence or business address within the City of Chula Vista's boundaries.
- Rebates are non-transferable, available on a first-come, first-served basis until program funds are exhausted, and limited to one for each appliance category for each Chula Vista address.
- The City of Chula Vista and its program partners ("Program Partners"), which include Chula Vista Chamber of Commerce, San Diego Gas & Electric, and participating appliance retailers, are not responsible for any taxes that may be imposed as a result of the purchaser's receipt of the rebate.
- The purchaser grants the City of Chula Vista, or its representatives, the right to verify proof of appliance recycling and inspect installed rebated devices. If appliance recycling or installation cannot be verified, the purchaser must reimburse the City of Chula Vista, including all associated processing costs.
- Rebate checks will only be issued to the participating Chula Vista appliance retailers in order to reimburse for documented point-of-sale discounts for eligible energy-saving appliance models and rebate amounts are subject to change.

PROGRAM DISCLAIMER

1. **I UNCONDITIONALLY AGREE TO WAIVE, RELEASE, DISCHARGE, AND CONVENANT NOT TO SUE** the City of Chula Vista, its officers, agents, employees ("City") and Program Partners, from any and all claims and causes of action, whether in law or equity, that I, my agents, assigns, heirs, next of kin, or successors in interest may have for **ANY LIABILITY, LOSS, DAMAGE, or INJURY**, including liability for **personal injury, death, dismemberment, damage to property, or theft,** arising out of, related to, or in connection with the Chula Vista Appliance Exchange Rebate Program, whether caused or claimed to be caused by the active or passive negligent acts or omissions of the City.
2. **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City from and against any and all liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, injuries, or payments for injury to any person or property, including injury to myself or others claimed to be caused by the acts or omissions of myself or in any way connected with the Chula Vista Appliance Exchange Rebate Program. Also covered is liability arising from, connected with, caused by, or claimed to be caused by, the active or passive negligent acts or omissions of the City that may be in combination with the active or passive negligent acts or omissions of myself, my agents, or any third party.
3. I AGREE AND EXPRESSLY ACKNOWLEDGE that the foregoing Waiver, Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion of this Agreement is held invalid, that the balance shall continue in full force and effect; I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE that the City of Chula Vista is relying on my representation that I have the authorization to sign this document; and I CERTIFY that I have read this agreement, understand its contents, voluntarily sign this Waiver, Release, and Indemnity Agreement; and further agree that no oral representations, statements, or inducements apart from this written Agreement have been relied upon.

_____/_____/____
Customer Signature Name (please print) Date

QUESTIONS? PLEASE CONTACT 619-409-3893 OR CONSERVATION@CI.CHULA-VISTA.CA.US

Revised – 4/26/10