

## **CLECO PROJECT ENERGIZER Commercial Electric Forklift Incentive Program Terms and Conditions:**

**Important:** This form is to be read, acknowledged and submitted within the Cleco Project Energizer Commercial Forklift Incentive (Program) application period. Cleco Power LLC (hereafter referred to as the Company) offers this Program to provide participating Company customers (Customer[s]) with educational and financial assistance to facilitate the installation of qualifying equipment or electrical infrastructure to reduce local emissions (Table 1). The following Terms and Conditions apply to the Program. Details of this Program, including incentives and Terms and Conditions, are subject to change or cancellation without prior notice.

**Table 1:** Qualified Equipment Incentive Details

Equipment Type	Customer Type	Incentive	Annual Limit per Customer
Electric Forklift	Commercial	\$500 per unit	\$25,000

The Company is offering a limited number of incentives. Availability is subject to overall participation levels, and the Company reserves the right to cancel or modify this incentive Program at any time.

### **PROGRAM ADMINISTRATOR:**

The Company has contracted with ICF Resources, LLC (Program Administrator) and authorizes the Program Administrator to administer the incentive offering, including, but not limited to: reviewing, evaluating eligibility for incentives, processing, and approving Customer applications; pre-and post-inspections of Customer facilities; Program information requests from Customer; measurement and verification activities; and issuing incentive checks to Customer.

### **APPLICATION DOCUMENTATION:**

Customers are advised to retain a copy of any documentation regarding the purchase of electric forklifts submitted to the program. The Company will not be responsible for lost or missing documentation.

The required documentation for an incentive application must be delivered via the online application available on the Company website no later than 180 days from equipment purchase, or installation date if later. The Customer agrees to provide the following for each piece of equipment for which the Customer seeks an incentive payment (collectively, the Documentation): (i) a completed application, (ii) acknowledgement of the Terms and Conditions, and (iii) equipment invoice(s) indicating purchase date, manufacturer, model and serial number(s) of the installed equipment. The Company and/or the Program Administrator shall verify that Documentation meets eligibility requirements within thirty (30) days of receipt and will notify the Customer of any discrepancies.

### **ELIGIBILITY REQUIREMENTS:**

Customers who are in good account(s) standing are eligible for the incentive. The Customer's property where the forklift equipment is charged and operated must be located within the Company's service territory and taking electric service under a qualifying rate schedule. The Company does not endorse any particular manufacturer, product, labor, system design, or contractor in offering this Program.

Customers must have documentation that includes the purchase date, model number and an invoice or bill of lading for the forklift equipment. New purchased equipment or leased equipment is eligible; resale material or material that is rebuilt, refurbished, damaged, received from an insurance claim, received from a manufacturer warranty, or won as a door prize does not qualify.

The total incentive provided will not exceed the sum of the purchase price, installation cost, or other eligible installation-related costs associated with, exclusive of any tax, title, license, or other governmental fees or charges.

### **Electric Forklift Eligibility**

- Incentives are available for class 1, 2 and 3 electric forklifts, as classified by the Occupational Safety and Health Administration.
- Leased electric forklifts are eligible for the full incentive, if leased for a minimum of 3 years.
- Incentive application and supporting documentation must be submitted within 180 days of equipment delivery and/or invoice date.
- Applicant must be a commercial customer "customer of record" through rate Schedule GS, SCS, MGS, or LPS to qualify for a forklift incentive.
- Failure to comply with any foregoing requirements could result in denial of incentives.

**INCENTIVE PAYMENTS:** A Customer should expect to receive incentive payment within four (4) to six (6) weeks after submitting its application subject to verification that the Customer has submitted all required Documentation in a timely manner and all Program requirements have been met.

**LIMITED OFFERING:** Program applications are accepted on a first-come, first-served basis. For the current Program, no single Customer may receive more than \$25,000 annually unless approved by both the Company and the Program Administrator. A Customer is defined as a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of Program caps, a Customer who is the holder of multiple accounts or corporate accounts with a single Company customer identification number will be considered a single Customer.

**VERIFICATION AND ACCESS:** The Company reserves the right to verify any electric forklift purchase and to have reasonable access to the site to inspect and verify equipment.

**TAX LIABILITY:** The Company will not be responsible for any tax liability that may be imposed on the Customer as a result of the incentive payment.

**FACSIMILE/SCANNED:** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original

signed document. Scanned original documents transmitted to the Company as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of the Company, Customer shall confirm documents with a facsimile-transmitted signature or a scanned signature by providing the original document.

**ENDORSEMENT:** The Company does not endorse any particular manufacturer, product, labor, system design, or contractor in offering this Program.

**INFORMATION RELEASE:** Customer agrees that the Company may include in reports filed with the Louisiana Public Service Commission or other applicable regulatory, industry organization, or legal authority, certain information obtained by the Company from Customer, including Customer's name and the Company services provided.

**MARKET RESEARCH AND PROGRAM EVALUATION:** Participants may be contacted by Program Administrator or the Company to participate in the Company's study of uses, practices and preferences to improve future electrification programs and encourage greater clean electric technology deployment.

**LIMITATION OF LIABILITY & WARRANTIES:** The Company and Program Administrator are not liable to the Customer for any consequential or incidental damages, or for any damages in tort connected with or resulting from participation in this Program. The Company does not warrant the proper completion of work or performance of installed products, expressly or implicitly. The Company reserves the right to refuse payment of an incentive if the Customer fails to first submit to the Company a complete and accurate application form with supporting documentation. The Company and Program Administrator shall in no way be liable or responsible for any equipment installed by, or for any act or omission of, any other entity or individual, including, without limitation, the equipment manufacturer or any electrician, technician or other service provider. The Company's and Program Administrator's liability and responsibility in connection with this incentive program shall be strictly limited to the making of certain incentive payments for eligible equipment. The Company and Program Administrator do not make, will not provide and specifically disclaims any and all representations, warranties, covenants or guarantees whatsoever, express or implied, in connection with the electric equipment or the program itself, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Customer must contact the installation contractor or product manufacturer for details regarding product performance and warranties. The Company is not a party to any sales transaction, contract, or agreement between the Customer and the manufacturer or dealer, or any installer of electric equipment.

**INDEMNIFICATION:** To the fullest extent allowed by law, Customer shall indemnify, defend, and hold harmless the Company and Program Administrator and their affiliated companies, and the officers, directors, agents and employees for any injury or damage to any persons or property arising from the Company and Program Administrator's access and use of the equipment, or caused by any breach of this Agreement by Customer, Customer negligence, or that of Customer household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

**CUSTOMER RESPONSIBILITIES:** The Customer, at their own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning this incentive Program, including without limitation, the installation and maintenance of eligible infrastructure. The Customer shall, at their 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 the Customer's obligations under these Terms and Conditions.

Contact [electricvehicles@cleco.com](mailto:electricvehicles@cleco.com) with questions.