



# COMMERCIAL TOILET REBATE APPLICATION

*LIMITED-TIME OFFER: Get up to a \$100 rebate for eligible toilets purchased on or after January 19, 2024, while fundings lasts.*

See Section 2.b. in Terms and Conditions for specific product eligibility and rebate amounts.

For Honolulu Board of Water Supply (BWS) Commercial, Government, Multi-Family Residential (MFR), Agriculture, and Irrigation-Only customers receiving potable water services from BWS. This program does not apply to new construction projects.

**INSTRUCTIONS:** Fill out steps 1 through 5 **COMPLETELY** and **LEGIBLY**. Application must be postmarked within six (6) months of invoice/sales receipt date to be eligible. Please allow 6 to 8 weeks for processing. **Rebates for this program are available while funding lasts.**

### STEP 1. Applicant Account Information (ALL fields must be completed)

BWS Account #:		Account # is located on the left side of your water bill.	
Account Name listed on Water Bill or Property/Facility Name:			
Point of Contact (POC) Name:			
Installation Address:			Unit #:
City:		State: HI	Zip:
POC Daytime Phone:		POC Alternate Phone:	
POC Email Address:			

### STEP 2. Rebate Payee Information: (BWS Customer, Contractor, or Alternative Recipient)

Rebate Check Payable to (Payee):		Payee Phone:	
Address: (U.S. mailing address only):			Unit #:
City:		State:	Zip:

### STEP 3. Insert product details (additional space on page 3). Fields in red are required.

Install Date: \_\_\_\_\_ Installation Contractor: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Brand: \_\_\_\_\_ Model #: \_\_\_\_\_

Quantity Purchased: \_\_\_\_\_ Store Name/Website: \_\_\_\_\_ Store Location: \_\_\_\_\_ Purchase Date: \_\_\_\_\_

**\*To receive up to \$100 rebate, eligible toilets must be purchased on or after January 19, 2024, while funding lasts. Limit ten (10) per Applicant.**

### STEP 4. Sign Agreement Clause (Make sure you have read the Terms and Conditions on the back of this form.)

By signing below, I acknowledge that I have read, understood, and agreed to the Terms and Conditions of this Rebate Application.

Applicant POC Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### STEP 5. Tell us how you heard about us.

- Bill Insert
- Contractor
- Email
- Mail
- Online
- Print
- Radio
- Referral
- Retailer
- Social Media
- TV
- Other \_\_\_\_\_

### STEP 6. Mail or email completed and signed application with copy of receipt/invoice.

Receipt/invoice must show the make, model, cost, and purchase date. Mail/email **completed** and **signed** application, and W-9 with copy of receipt/invoice to:

**Water Sensible Program | P.O. Box 1440 | Honolulu, HI | 96806**

**E-Mail: [watersensible@boardofwatersupply.com](mailto:watersensible@boardofwatersupply.com)**

**Phone: (808) 237-6877 | [boardofwatersupply.com/watersensible](http://boardofwatersupply.com/watersensible)**



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## Board of Water Supply Terms and Conditions

### 1) Rebates:

Subject to these Terms and Conditions, Board of Water Supply, City and County of Honolulu ("Program") will pay rebates for the purchase and installation of qualifying devices.

### 2) Eligibility:

- a) An "Applicant" is a Commercial, Government, Multi-Family Residential (MFR), Agriculture, or Irrigation-Only Honolulu Board of Water Supply account holder receiving potable water services from the Board of Water Supply. This program does not apply to new construction projects. Rebates are awarded only to eligible Account Holders. The Account Holder may reassign the rebate payment to another Payee in Step 2. Applicants are ultimately responsible for compliance with these Terms and Conditions.
- b) "Qualifying Devices" are those water-saving items that are identified in the program materials. The brand and model must be LISTED on the EPA.gov/watersense website. All equipment must be new, meet Program specification requirements, and be fully operable prior to rebate payment:
  - i) **Toilets – must be EPA WaterSense® labeled**
    - (1) Rebate amount for Toilet: lower of \$100.00 USD, or pre-tax cost of product. Limit ten (10) per Applicant.
    - (2) Must be purchased on or after January 19, 2024.
    - (3) Eligible toilets/flushvalves must replace existing toilets/flushvalves using 1.6 gallons per flush or more.
    - (4) Toilet tank and bowl must be purchased together and labeled EPA WaterSense®.
    - (5) Flushvalve must be installed to a compatible new/existing toilet bowl that will meet the EPA WaterSense® rating.
- a) Incomplete applications or applications with missing supporting documents will not be processed. Copy of invoice/receipt must show make, model, cost, and purchase date. Applicant is responsible for making photocopies of all documents for their own records.
- b) Rebate application must be received within six (6) months of invoice/sales receipt purchase date. Device must be installed to receive rebate.
- c) Rebate limit is per Applicant. Applicants previously rebated through the Program are not eligible to receive another rebate for the same type of device.

### 2) Installation Verification and Data Collection:

- a) The Program may conduct an inspection to verify pre-installation conditions or confirm installation prior to rebate payment, at any time after receipt of applications and up to five (5) years after payment of rebate.
- b) The Applicant must provide reasonable access to the facility, the installed equipment, and related documentation and data for verification.
- c) The Program may install metering devices on installed equipment for Program data collection, measurement, and verification purposes, with owner's approval.

### 3) Compliance:

Applicant is responsible for abiding by all applicable laws, rules, and regulations and for complying with all federal, state, and local codes.

### 4) Program Availability:

Payment of rebates is not guaranteed and is subject to the availability of funds.

### 5) Publicity:

Applicant gives Board of Water Supply and its administrator Honeywell Smart Energy permission to use Applicant's name, likeness, image, voice, and/or appearance, as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Board of Water Supply activities. Applicant agrees that the Board of Water Supply and Honeywell Smart Energy have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Board of Water Supply program's mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Applicant acknowledges that they will not receive any compensation, etc. for the use of such pictures, etc., and hereby release the Board of Water Supply program and Honeywell Smart Energy and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

### 6) Disclaimers:

- a) The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of any rebate.
- b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any water or cost savings. Any questions and/or issues regarding the system and any warranty should be addressed with the manufacturer.
- c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
- d) The Program does not endorse any particular market provider, manufacturer, product, labor, or system design by offering these rebates.
- e) The Program does not guarantee that funding will be available for payment of rebates until this application is approved. Submission of the application does not warrant payment under any circumstances should the application not be approved, or funding is unavailable.

### 7) Indemnification and Limits of Liability:

- a) Applicant agrees to indemnify, hold harmless and defend the Program and the Program's administrators, overseeing entities, successors, licensees, assigns, agents, contractors, employees, officers and directors (collectively, "Indemnified Parties") from any and all liability, claims, losses, damages, deaths or injuries including reasonable attorneys' fees and costs, whether in law or equity, now known or unknown, from now until the end of time, which the Applicant, his/her heirs, representatives, executors, administrators or any other persons acting on the Applicant's behalf or behalf of the Applicant's estate have or may have be reason of, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Applicant's project.
- b) In no event shall either the Program or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

### 8) Federal Tax ID of Applicant:

Applicant must submit to the Program the IRS Form W-9 with their application for processing of the IRS form 1099 (most current version from IRS website and dated in the current year). It is understood that the Program may forward a copy of the IRS Form 1099 to the applicant at the end of the calendar year, should IRS Form 1099 apply.

### 9) Entire Agreement:

The entire agreement between the Applicant and the Program is composed of an approved, fully executed application, these Terms and Conditions and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as required.

*The Board of Water Supply's conservation program empowers families, businesses, and communities to conserve and preserve Oahu's fresh water.*

