

1. Eligibility:

Tampa Electric Company's ("TEC") Commercial Duct Repair Program offers rebates to any existing commercial/industrial customer within Tampa Electric's service, who has their duct work sealed and meets the qualifications of the program.

2. Qualifications

- Facility must have central ducted HVAC system with electric heat or air conditioning that is accessible for inspection and repair
- Air distribution system shall be constructed of flex duct, duct board, or both
- Metal duct work is exempt from this program
- Must use participating duct seal contractor approved by TEC

3. Rebate Amounts:

- Customer rebate is \$300 per air distribution system

4. Application and Worksheets:

TEC will review all applications and accompanying worksheets for eligibility. If any proposed project does not meet program requirements. TEC will notify the Customer specifying the basis for rejection of the application within 5 business days.

5. Final Verification and Rebate Payment:

When the duct seal is complete, the Customer or contractor must notify TEC and submit paid original invoices or receipts (or direct photocopies) specifying the work has been completed. TEC may schedule and conduct a post-installation verification prior to payment of rebate.

The actual rebate amount will be determined based on the verification, and may vary from the original estimate. All duct seal work must be completed within 12 calendar months of being pre-approved.

6. Tax Liability and Credits:

TEC is not responsible for any taxes which may be imposed on the Customer's business as a result of the project installed under this program. The Customer's tax adviser should be consulted regarding the tax liability of the rebate and the availability of any tax credits.

7. Resolution of Differences:

In the course of this program disputes may arise regarding Customer's eligibility, energy-saving potential of proposed projects, rebate amounts, or other issues. In the event of such dispute the Customer may submit data to TEC in support of their position for review. TEC will review such data and will make a final determination.

8. Forwarding of documents:

For communication with this program, it is preferred to send all documents and correspondence to the following email address: comconreq@tecoenergy.com. If the Customer cannot email the documentation, the next preferred method would be to fax all documentation and correspondence to the following fax number: (813) 275-3501. If email or fax is not available, mail all documents and correspondence to the following address: Tampa Electric Company, c/o Energy Management Services, P.O. Box 111, Tampa, FL 33601.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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UNDER NO CIRCUMSTANCES, SHALL TEC BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY TEC, THE NEGLIGENCE OF TEC, OR OTHERWISE.

CUSTOMER STATES THAT, BEFORE SIGNING THIS APPLICATION, HE OR SHE HAS READ BOTH SIDES OF THIS DOCUMENT AND UNDERSTANDS ALL TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH 9 ENTITLED "DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY".