

Arizona *Smarter Greener Better*[®] Solar Water Heating Program Rebate Reservation (Commercial Systems Only)

Instructions

REBATES ARE LIMITED. Customers may confirm the availability of rebates by contacting Southwest Gas through the program website, email address, or phone number listed below. Rebates are available for purchases made June 1, 2014 through May 31, 2015, or until program funds are no longer available, whichever comes first. Completed Rebate Applications will be processed on a first-come, first-served basis and must be postmarked or submitted electronically by June 30, 2015*, to be eligible for a rebate.

- Residential Systems – **Residential customers may not reserve funds by completing this Rebate Reservation** and must instead submit a Rebate Application available at www.swgasliving.com after the purchase and installation of qualifying equipment.
- Commercial Systems – **Pre-approval is required.** Please submit a completed Rebate Reservation www.swgasliving.com, and obtain Southwest Gas' written approval before purchase and installation.¹ Approved Reservations will reserve funding for **90 days**.

This Rebate Reservation must be signed by the Customer and be submitted along with all supporting documentation required by Southwest Gas before an eligible system has been purchased and installed (refer to the program terms and conditions for detailed information).

Completed Rebate Reservations can be submitted to Southwest Gas by email, fax, or mail:

Southwest Gas Arizona *Smarter Greener Better* Solar Water Heating Program
3100 West Ray Road, Suite 230
Chandler, AZ 85226
Fax: 480-345-7601
Email: solarwaterheating@swgas.com

If you have any questions regarding this Rebate Reservation, please contact the Program hotline toll-free at 1-855-743-1603, or by email at solarwaterheating@swgas.com. Additional program information is available online at www.swgasliving.com.

* *Program participation dates are subject to funding availability and may change without notice. Program and submission deadline dates will be updated on www.swgasliving.com.*

¹ After approval of the Rebate Reservation and timely installation of the qualifying equipment, Customer must also submit a completed Rebate Application prior to the Rebate Reservation deadline for continued rebate eligibility.

Section 1 – Project Information

Customer Information

Please complete the following questions regarding the Southwest Gas Commercial customer's account information.

Property Type: Commercial

Business Classification: Corporation Partnership LLC Sole Proprietor Other _____

Name on Account (as it appears on SWG bill): _____

SWG Account Number: _____

Installation Address: _____ City: _____ State: _____ Zip: _____

Customer Phone: _____ Fax: _____ E-mail: _____

Project Contact Name: _____

Contact Address: _____ City: _____ State: _____ Zip: _____

Contact Phone: _____ Fax: _____ E-mail: _____

Building Owner (if different): _____

Owner Address: _____ City: _____ State: _____ Zip: _____

Owner Phone: _____ Fax: _____ E-mail: _____

How did you hear about this Program?

Bill Insert Brochure/Flyer Contractor/Retailer/Vendor Direct Mail Email Event

Print Ad Radio Social Networking Site Website Word-of-Mouth Other: _____

Section 2 – Project Information

Please complete the following information regarding the solar thermal system.

Project Type: Retrofit New Construction

Installation Type: Domestic Water Heating Pool Water Heating

Est. Installation Date: _____

Est. Size of Collector (square feet): _____

Section 3 – Terms and Conditions**Terms and Conditions**

Southwest Gas is implementing the Arizona Smarter Greener Better Solar Water Heating Program (the "Program") to provide qualified customers with rebates to facilitate the installation of qualifying solar thermal equipment. This Rebate Reservation form must be completed and submitted by commercial customers to request a reservation of Program funds for 90 days prior to the applicant's purchase and installation of eligible equipment under the Program.

1. Upon receipt of the Rebate Reservation form, Southwest Gas will review applicant's eligibility under the Program and notify applicant in writing (email is sufficient) of applicant's pre-approval status including an estimated rebate amount reserved for qualifying measures and the rebate reservation deadline identifying the final date through which the estimated rebate amount will be reserved. Applicant must submit a fully completed Southwest Gas AZ Solar Water Heating Rebate Application ("Rebate Application") prior to the rebate reservation deadline or the rebate reservation may be cancelled and the reserved rebate amount may be returned to the Program funding pool. Applicants may resubmit a Rebate Reservation; however, all re-submittals will be treated as new Rebate Reservations and will be processed in sequence with other new submittals.
2. Applicant acknowledges that the approval of a Rebate Reservation form or the submission of a Rebate Application does not guarantee payment of rebates, and that the final rebate amount is based on Southwest Gas' approval of installed measures and applicant's satisfactory completion of all Program terms and conditions as outlined in the Rebate Application available at www.swgasliving.com. Southwest Gas retains the right to make final determination of customer eligibility, equipment eligibility, system savings, and rebate amounts.
3. Customer Eligibility:
 - a. To be eligible for the Program, applicant must be a current or new residential and commercial Southwest Gas customer ("Customer") located within its Arizona service territory on an approved rate schedule. Only customers who are subject to the rates established by the Southwest Gas demand-side management surcharge adjuster mechanism will be eligible to participate. The Rebate Reservation is only available and required for commercial customers.
4. Equipment Eligibility:
 - a. Proposed equipment must meet all of the following eligibility requirements to be considered for the Program:
 1. Be purchased by Customer. Leased systems do not qualify.
 2. For residential customers, be used to heat domestic hot water otherwise heated by natural gas.
 3. For commercial customers, be used to heat domestic hot water or pool water otherwise heated by natural gas.
 4. Be purchased and installed on or after June 1, 2014.
 5. Be located on property within the Arizona service territory of Southwest Gas.
 6. Be installed on a permanent surface for a building which is connected to an existing distribution system of Southwest Gas.
 7. Be installed such that the orientation of the solar collectors is not more than 90 degrees from true south.
 8. Be installed such that that annual performance is not expected to be reduced more than 25% due to the estimated impacts of shading within the first five years of the system's operation as compared to an un-shaded installation.
 9. Be installed with a tilt angle between 15° and 60° as measured against the horizon.
 10. Consist of solar thermal system components that are new and unused.
 11. Have a manufacturer's warranty of at least 10 years that covers the solar collectors of the solar thermal system against defects and undue degradation.
 12. Have a manufacturer's warranty of at least 5 years that covers each new tank of the solar thermal system, if any.
 13. Have a workmanship warranty of at least 1 year that covers the installation of the solar thermal system, including labor and materials.
 14. Be installed in conformity with the manufacturer's specifications and all applicable codes and standards.
 15. Be installed by a Program Qualified Contractor.
 16. Eligible equipment must have:
 - a. An OG-300 certification that is issued by the Solar Rating and Certification Corporation (SRCC; www.solar-rating.org), or International Association of Plumbing and Mechanical Officials (IAPMO; www.iapmo.org), or any other Nationally Recognized Testing Laboratory (NRTL) or American National Standards Institute (ANSI) accredited laboratory pre-approved by Southwest Gas, or
 - b. An OG-100 certification or similar certification which is appropriate for the specific type of property and is issued by the SRCC, IAPMO or any other NRTL or ANSI accredited laboratory pre-approved by Southwest Gas, and must include:
 1. Documentation that supports the sound design and expected performance of the solar thermal system; and
 2. The stamp or seal of a professional engineer, the signature of the engineer attesting to the sound design of the solar thermal system and the estimated annual savings of therms per year, the date of signing and the date of expiration of the license of the engineer.
5. Rebate Amounts:

The Program offers rebates for qualifying installations paid at \$11.50/therm of approved savings with rebates up to 40% of the project installation costs not to exceed \$2,000 for residential customers and \$20,000 for commercial customers. Rebates are limited and will be reserved for commercial customers in the order approved Rebate Reservations are received.
6. Rebate Application:
 - a. To qualify for Program rebates, applicant must submit a completed Rebate Application, signed by both the Program Qualified Contractor and Customer and be submitted to Southwest Gas after an eligible system has been purchased and installed.
 - b. Commercial customers must provide a valid federal tax identification number.

Section 4 –Customer Signature

Customer Signature

Under penalty of perjury, I hereby certify by my signature below that :

- If the Customer Representative, I have the authority to bind Customer:
- I have read and understand all Terms and Conditions of this Rebate Reservation and agree to comply with all terms and conditions pertaining to the Program as provided in the Rebate Application;
- All information provided to Southwest Gas by Customer is true and correct and Customer will notify Southwest Gas immediately of any changes.

Customer Name: _____

Date: _____

Customer Representative
Signature: _____

Title:
(If applicable) _____

Printed Name: _____



Arizona *Smarter Greener Better*[®] Solar Water Heating Program

Rebate Application

Invest In A Better Environment

Southwest Gas is offering rebates to eligible Arizona customers on qualifying solar thermal systems installed in conjunction with natural gas water heaters.¹ Long-term energy savings can be realized throughout the life of the solar thermal equipment.

The purchase of a solar thermal system can take 10 years to pay for itself, but by taking advantage of the Southwest Gas Arizona *Smarter Greener Better* Solar Water Heating Program (the "Program"), you are able to recoup the price premium more quickly. Qualified solar thermal systems can reduce your carbon dioxide emissions by half. Additionally, the average life expectancy of qualified solar thermal systems is 20 years, much longer than standard storage water heaters.

Instructions

REBATES ARE LIMITED. Customers may confirm the availability of rebates by contacting Southwest Gas through the program website, email address, or phone number listed below. Rebates are available for purchases made June 1, 2014 through May 31, 2015, or until program funds are no longer available, whichever occurs first. Completed Rebate Applications will be processed on a first-come, first-served basis and must be postmarked or submitted electronically by June 30, 2015*, to be eligible for a rebate.

- Residential Systems – Due to limited funding, please submit your completed Rebate Application as soon as possible after purchase and installation. Residential systems must be purchased and installed before submitting a rebate application.
- Commercial Systems – **Pre-approval is required.** Please complete and submit a Rebate Reservation available at www.swgasliving.com, before purchase and installation². Approved Reservations will reserve funding for **90 days**.

This Rebate Application must be signed by both the Program Qualified Contractor and the customer and be submitted along with all supporting documentation required by Southwest Gas after an eligible system has been purchased and installed. Southwest Gas will pay eligible rebates once the Rebate Application has been processed and approved (refer to the program terms and conditions for detailed information).

Completed Rebate Applications can be submitted to Southwest Gas by email, fax, or mail:

Southwest Gas Arizona *Smarter Greener Better* Solar Water Heating Program
3100 West Ray Road, Suite 230
Chandler, AZ 85226
Fax: 480-345-7601
Email: solarwaterheating@swgas.com

If you have any questions regarding this Rebate Application, please contact the Program hotline toll-free at 1-855-743-1603, or by email at solarwaterheating@swgas.com. Additional program information is available online at www.swgasliving.com.

* *Program participation dates are subject to funding availability and may change without notice. Program and submission deadline dates will be updated on www.swgasliving.com.*

¹ Southwest Gas' Arizona *Smarter Greener Better* Solar Water Heating Program is administered in cooperation with its third-party agent, Nexant, Inc.

² After approval of the Rebate Reservation and timely installation of the qualifying equipment, Customer must also submit a completed Rebate Application prior to the Rebate Reservation deadline for continued rebate eligibility

Section 1 – Project Information

Important: Please complete all requested information. Incomplete applications will be returned.

Customer Information

Please complete the following questions regarding the Southwest Gas customer's account information.

Property Type: [] Residential [] Commercial
Name on Account (as it appears on SWG bill):
SWG Account Number:
Installation Address: City: State: Zip:
Customer Phone: Fax: E-mail:
Project Contact Name:
Contact Address: City: State: Zip:
Contact Phone: Fax: E-mail:
Building Owner (if different):
Owner Address: City: State: Zip:
Owner Phone: Fax: E-mail:
How did you hear about this Program?
[] Bill Insert [] Brochure/Flyer [] Contractor/Retailer/Vendor [] Direct Mail [] Email [] Event
[] Print Ad [] Radio [] Social Networking Site [] Website [] Word-of-Mouth [] Other:
[] Southwest Gas Representative

THIS SECTION IS FOR BUSINESS CUSTOMERS ONLY – RESIDENTIAL CUSTOMERS SHOULD NOT COMPLETE

Name (as shown on your income tax return):
Business Name (if different from above):
Address: City: State: Zip:
Check appropriate box for federal tax classification:
[] Individual/sole proprietor [] C Corporation [] S Corporation [] Partnership [] Trust/estate
[] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
[] Other: [] Exempt payee
Taxpayer Identification Number (TIN): (Business customers only)

Equipment Installer Information

Please complete the following questions regarding the Installer of the solar thermal system.

Company Name:
Mailing Address: City: State: Zip:
Company Phone: Fax: E-mail:

Section 1 – Project Information (cont.)

Solar Water Heating System Information

Please complete the following information regarding the solar thermal system.

Project Type: Retrofit New Construction
 Installation Type: Domestic Water Heating Pool Water Heating (commercial systems only)
 Storage Type: Two-Tank System One-Tank System None (pool)
 Project Type: Forced Circulation Thermosyphon Integral Collector Storage (ICS)
 Self-Pumping ICS w/Circulation

Installation Date: _____
 Other Utility Rebates: _____
 Collector Manufacturer: _____ Model: _____ Quantity _____
 Collector Orientation: _____ Collector Tilt: _____
 Certification: OG-300 OG-100 Certification No. _____
 Certification Agency: _____
 Climate Zone: Flagstaff Phoenix Tucson
 OG-300 rating or estimated savings (therms/yr): _____
 Storage Tank Manufacturer: _____ Model: _____ Capacity (gal.) _____ Quantity _____

Rebate Calculation:

Equipment Rebate:	_____	*	$\frac{\$11.50/\text{therm}}{\text{Rebate level}}$	=	_____	(A)
	Therm savings/yr					
Cost Cap:	_____	*	$\frac{40\%}{\% \text{ Cost cap}}$	=	_____	(B)
	Project Cost					
Rebate Cap:	$\frac{\$2,000 \text{ residential/ } \$20,000 \text{ commercial}}{\text{_____}}$	=			_____	(C)
Estimated Southwest Gas Rebate:		=			_____	(Min of A, B, or C)

Professional Engineer Review

If the proposed solar thermal system does not have an OG-300 certification, documentation that supports the sound design and expected performance of the solar thermal system must be submitted with the Rebate Application and the signature and stamp or seal of the professional engineer attesting to the sound design of the solar thermal system and the estimated annual savings of therms per year must be provided below.

P.E. Engineer Name _____ P.E. License Number _____ P.E. License Expiration Date _____ Signature of P.E. attesting to the sound design of the solar thermal system _____	<div style="border: 1px solid black; height: 150px; width: 100%;"></div> <p style="text-align: center; margin-top: 5px;">Stamp or Seal of P.E.</p>
Date _____	

Section 2 – Installation Certification

Qualified Contractor to please complete this certification.

Qualified Contractor (“Installer”) acknowledges that it installed a solar thermal system for

Customer Name (“Customer”) on the property located at

Installation Address

By signing below, the Installer certifies and warrants to Customer and Southwest Gas that the following information related to the installation is true and accurate to the best of their knowledge:

- That the Installer is a Program Qualified Contractor in good standing.
- All equipment that was installed and/or used in connection with the solar thermal system was approved by the manufacturer of the solar thermal system for installation or use with the system.
- The solar thermal system that was installed has an OG-300 or OG-100 certification issued by the Solar Rating and Certification Corporation (SRCC; www.solar-rating.org); or the International Association of Plumbing and Mechanical Officials (IAPMO; www.iapmo.org), any other Nationally Recognized Testing Laboratory (NRTL) or American National Standards Institute (ANSI) accredited laboratory pre-approved by Southwest Gas; which is appropriate for the specific type of property.
- Installer installed the solar thermal system in accordance with all applicable manufacturer’s specifications, local codes and regulations, industry standards, and Program requirements.
- Installer agrees that the solar thermal system identified in Section 1 – Project Information of this Rebate Application, matches the solar thermal system that was actually installed.
- The solar thermal system was selected and sized according to the geographic location and hot water needs of the specific application. The solar thermal system size and collector type are appropriate for the specific application.
- Equipment consists of solar thermal system components that are new and unused.
- Installer provided Customer with an operational and maintenance manual containing details on the system design and operation, a maintenance schedule, a sequence of operation for system shutdown and restart, warranty information, and contact information for follow-up service.
- Equipment has a manufacturer’s warranty of at least 10 years that covers the solar collectors of the solar thermal system against defects and undue degradation.
- Equipment has a manufacturer’s warranty of at least 5 years that covers each new tank of the solar thermal system.
- Equipment has a workmanship warranty of at least 1 year that covers the installation of the solar thermal system, including labor and materials.

INSTALLER:

Signature: _____

Printed Name: _____

Title: _____

Installation Date: _____

Section 3 – Terms and Conditions

Southwest Gas is implementing the Arizona *Smarter Greener Better* Solar Water Heating Program (the “Program”) to provide qualified customers with rebates to facilitate the installation of qualifying solar thermal equipment. These Terms and Conditions set forth the terms governing participation in the Program. By entering into this agreement, the applicant, whose signature is below (“Customer”), agrees to comply with and be bound by these terms and conditions.

1. Southwest Gas has contracted with Nexant, Inc. to act as the program administrator and authorizes Nexant, Inc. to administer the Program, which activities shall include, without limitation: the review, processing, and approval of customer applications; pre and post inspections of customer facilities, processing project information requests from customers; measurement and verification activities; and issuing rebate checks.
2. To be eligible for a rebate under the Program, the applicant must be a current or new residential or commercial Southwest Gas customer located within its Arizona service on an approved rate schedule. Only customers who are subject to the rates established by the Southwest Gas demand-side management surcharge adjuster mechanism will be eligible to participate.
3. The solar thermal system equipment must meet all of the following eligibility requirements to be considered under the Program:
 - a. Be purchased by Customer. Leased systems do not qualify for the Program.
 - b. For residential customers, be used to heat domestic hot water otherwise heated by natural gas.
 - c. For commercial customer, be used to heat domestic hot water or pool water otherwise heated by natural gas.
 - d. Be purchased and installed on or after June 1, 2014.
 - e. Be located on property within the Arizona service territory of Southwest Gas.
 - f. Be installed on a permanent surface for a building which is connected to an existing distribution system of Southwest Gas.
 - g. Be installed such that the orientation of the solar collectors is not more than 90 degrees from true south.
 - h. Be installed such that that annual performance is not expected to be reduced more than 25% due to the estimated impacts of shading within the first five years of the system’s operation as compared to an un-shaded installation.
 - i. Be installed with a tilt angle between 15° and 60° as measured against the horizon.
 - j. Consist of solar thermal system components that are new and unused.
 - k. Have a manufacturer’s warranty of at least 10 years that covers the solar collectors against defects and undue degradation.
 - l. Have a manufacturer’s warranty of at least 5 years that covers each new tank of the solar thermal system, if any.
 - m. Have a workmanship warranty of at least 1 year that covers the installation of the solar thermal system, including labor and materials.
 - n. Be installed in conformity with the manufacturer’s specifications and all applicable codes and standards.
 - o. Be installed by a Program Qualified Contractor.
 - p. Eligible equipment must have:
 - i. An OG-300 certification that is issued by the Solar Rating and Certification Corporation (SRCC; www.solar-rating.org), or International Association of Plumbing and Mechanical Officials (IAPMO; www.iapmo.org), or any other Nationally Recognized Testing Laboratory (NRTL) or American National Standards Institute (ANSI) accredited laboratory pre-approved by Southwest Gas, or
 - ii. An OG-100 certification or similar certification which is appropriate for the specific type of property and is issued by the SRCC, IAPMO or any other NRTL or ANSI accredited laboratory pre-approved by Southwest Gas, and must include:
 1. Documentation that supports the sound design and expected performance of the solar thermal system; and
 2. The stamp or seal of a professional engineer, the signature of the engineer attesting to the sound design of the solar thermal system and the estimated annual savings of therms per year, the date of signing and the date of expiration of the license of the engineer.
4. To qualify for a Program rebate, commercial Customers must, prior to the Rebate Application, submit a completed Solar Water Heating Rebate Reservation (“Rebate Reservation”) and receive written approval from Southwest Gas before purchasing or installing equipment.
5. All Customers must submit a completed Solar Water Heating Rebate Application (“Rebate Application”) and all supplemental required documentation. The Rebate Application must be signed by both the Program Qualified Contractor and Customer and be submitted to Southwest Gas after an eligible system has been purchased and installed. If the Rebate Application is determined by Southwest Gas to be incomplete or requires clarification, Southwest Gas will request additional information from Customer. Customer then has 20 calendar days after receipt of the request to submit the requested information, or Southwest Gas may reject the Rebate Application. Applicants may resubmit a Rebate Application for the solar thermal system to Southwest Gas; however, all re-submittals will be treated as a new Rebate Application and be processed in sequence with other new submittals.
6. The Program offers rebates for qualifying installations paid at \$11.50/therm of approved savings with rebates of up to 40% of the eligible projects costs not to exceed \$2,000 for residential customers and \$20,000 for commercial customers. Rebates are limited and will be paid in the order approved Rebate Applications are received. Qualifying equipment receiving rebates under the Program may not receive rebates or credits under any other Southwest Gas programs.
7. Southwest Gas reserves the right to inspect and/or meter the installed equipment for compliance with the Program requirements. Inspection and/or metering may include a telephone survey and/or site visit at any time up to two years after installation for quality control. Customer shall allow Southwest Gas, Nexant, Inc., Program Qualified Contractors and/or their agents and subcontractors reasonable access to and egress from the installation site during normal business hours for such purposes. If selected for inspection, the rebate payment may be withheld pending outcome of the inspection. If the installation is found to be in compliance with the Program requirements, the rebate will be paid. If the installation is not in compliance, Southwest Gas will request additional information and/or notify the Project Contact of any identified deficiencies. The Project Contact then has 20 calendar days after receipt of the request to submit the requested information and/or remedy the identified deficiencies, or Southwest Gas may reject the Rebate Application. Applicants may resubmit a Rebate Application for the solar thermal system to Southwest Gas; however, all submittals will be treated as a new Rebate Application and be processed in sequence with other new submittals.
8. Customer acknowledges that the submission of the Rebate Application does not guarantee payment of rebates, and that the final rebate amount is based on Southwest Gas’ approval of installed measures and Customer’s satisfactory completion of all Program rules and requirements as outlined in these Terms and Conditions. Southwest Gas retains the right to make final determination of customer eligibility, equipment eligibility, system savings, and rebate amounts. One rebate check will be issued per approved Rebate Application to the entity specified on the Rebate Application. Southwest Gas is not responsible for items lost or delayed in the mail, or any rebate delayed due to incomplete or incorrect Rebate Applications.

Section 3 – Terms and Conditions

9. Customer acknowledges that receipt of any rebate pursuant to these Terms and Conditions or the Program may result in taxable income to Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult a tax attorney to determine any potential tax liabilities as a result of receiving rebates for energy efficiency savings and/or energy generation measures. Southwest Gas and its agents are not providing tax advice, and communications by Southwest Gas and its agents whether written or oral are not intended and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
10. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Southwest Gas. Any Customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
11. Customer acknowledges and agrees that the selection of qualifying equipment, selection of manufacturer, dealer, supplier and/or installer, and the purchase, installation and ownership/maintenance of the qualifying equipment referenced in this Rebate Application are Customer's sole responsibility. Southwest Gas, Nexant, Inc., and their agents and subcontractors make no representations and provide no warranty or guarantee of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of the installed equipment, and potential energy savings. SOUTHWEST GAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION OF THE EQUIPMENT OR PRODUCTS. Responsibility for selection of equipment and products and delivery and workmanship related to any equipment, product or services the Customer procures exclusively rests with Customer and the Program Qualified Contractor selected by the Customer. Southwest Gas, Nexant, Inc., and their agents and subcontractors make no representations and assume no responsibility for oversight of contractor services.
12. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the Program, including without limitation, the installation and maintenance of eligible equipment. Customer shall, at its 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 Customer's obligations under these Terms and Conditions. If a tenant, Customer is responsible for obtaining the property owner's permission to participate in the Program. Customer's signature on this Rebate Application indicates that Customer has obtained such permission.
13. Customer authorizes and agrees that Southwest Gas may duplicate, disseminate, release and disclose information relating to this Rebate Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program (including but not limited to billing data) to Nexant, Inc., the Arizona Corporation Commission, and any other third parties utilized by Southwest Gas to administer the Program, to verify or audit Program records or system installation, operation and results, or to comply with state and/or federal law.
14. Customer authorizes and agrees that Southwest Gas may recognize Customer as a Program participant in its promotional materials. Customer may opt-out of such recognition by sending a written request to Southwest Gas at the address provided on this Rebate Application. Except as noted in section 13 and 14 of these Terms and Conditions, project details will not be released without Customer's prior consent.
15. Southwest Gas shall own all data, reports, information, computer programs or other written, recorded, photographic or visual materials, or other deliverables produced in performance of the Program.
16. Customer shall defend, protect, indemnify and hold harmless Southwest Gas, Nexant Inc. and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, and agents (the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, Customer's participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by such Indemnified Party's gross negligence or intentional misconduct.
17. To the fullest extent allowed by law, Southwest Gas and Nexant Inc.'s total liability, regardless of the number of claims, is limited to paying approved rebates in accordance with these Terms and Conditions, and Southwest Gas, Nexant, Inc., and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants and agents shall not be liable to Customer or any other party for any other obligation.
18. Notwithstanding anything in these Terms and Conditions to the contrary, neither Southwest Gas, Nexant, Inc., nor their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants and agents shall be liable to Customer for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance, or punitive (even if advised of the possibility of such damages), including without limitation loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
19. Neither Customer nor Southwest Gas shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In such event, the performance and terms of the Rebate Application shall be equitably adjusted.
20. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that the proper venue and jurisdiction for any cause of action relating to this Rebate Application will be Maricopa County, Arizona.
21. The terms set forth herein constitute a complete statement of the Terms and Conditions applicable to the Program, and supersede all prior representations or understandings, whether written or oral. Southwest Gas, Nexant, Inc., and their agents and subcontractors shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein.
22. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time.

Section 4 –Payment Release Information and Customer Signature

Payment Release Information

Complete this section only if rebate payment is to be directed to someone other than Customer.

I AM AUTHORIZING THE REBATE PAYMENT TO THE THIRD PARTY NAMED BELOW AND I UNDERSTAND THAT I WILL NOT BE RECEIVING THE REBATE PAYMENT CHECK FROM SOUTHWEST GAS. I ALSO UNDERSTAND THAT MY RELEASE OF PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT ME FROM THE REBATE REQUIREMENTS OUTLINED IN THE REBATE APPLICATION TERMS AND CONDITIONS. I ALSO ACKNOWLEDGE THAT ASSIGNMENT OF APPLICABLE REBATES TO ANOTHER PARTY MAY NOT AFFECT MY TAX LIABILITY FOR REBATES PAID BY THE PROGRAM.

Please note, requests for payment release must be signed in ink by authorized individual.

Authorized by: (Please print)

Signature:

Date:

Check should be made payable to:

Payee Name

Phone

Payee Mailing Address

City

State

Zip

Customer Signature

Under penalty of perjury, I hereby certify by my signature below that :

1. As the Customer Representative, I have the authority to bind Customer to the Program terms;
2. I have read and understood all Terms and Conditions of this Rebate Application and have complied with all terms and conditions pertaining to the Program;
3. All information provided to Southwest Gas by Customer is true and correct and Customer will notify Southwest Gas immediately of any changes;
4. If Customer completes a fraudulent application or mistakenly receives an amount greater than Customer was authorized to receive, Customer will promptly refund the money to Southwest Gas.

Additional certifications for business customers providing a taxpayer identification number:

Under penalty of perjury, I hereby certify:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Customer Business Name
(if applicable): _____

Date: _____

Customer Representative
Signature: _____

Title:
(If applicable) _____

Printed Name: _____



Required Attachments

Please include the following attachment(s) with your Rebate Application.

Attachment	Included?
1. Documentation that supports the sound design and expected performance of the solar thermal system for systems without an OG-300 certification	<input type="checkbox"/>
2. A copy of the final invoice(s) that includes customer's name and address, system description (including make and model number), actual installation date, cost, and date paid in full	<input type="checkbox"/>
3. A copy of the building permit(s) and city clearance(s) issued	<input type="checkbox"/>