

Arizona *Smarter Greener Better*[®] Custom Commercial Rebate Program

Rebate Application

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.

This application packet contains the following parts:

- General Information
- Terms and Conditions
- Customer Signature
- Rebate Worksheet

To participate in this rebate program, please review the following steps:

1. **Read** the Terms and Conditions included in this packet.
2. **Complete** the following forms included with this application/Rebate Application packet:
 - **General Information** – Include all required customer and account information.
 - **Rebate Worksheet** – Include all required information including: savings calculations, supplemental documentation, proposed commissioning activities and eligible project costs.
3. **Sign** the following documents contained in this packet:
 - **Terms and Conditions** – Signing this form accepts the terms and conditions of this rebate program.
4. **Purchase, Install and Commission** qualifying equipment **after** receiving written approval from Southwest Gas. Equipment and measure eligibility is listed in the Terms and Conditions.
5. **Notify** Southwest Gas of the completed project by submitting an Installation Notice available for download at swgas.com/efficiency/az.
6. **Retain** a copy of all completed application forms and all required documentation, such as invoices and contracts. Submitted applications will become the property of Southwest Gas.
7. **Submit** the completed forms and required documentation to:

Southwest Gas Arizona *Smarter Greener Better* Custom Commercial Rebate Program
3100 West Ray Road, Suite 230
Chandler, AZ 85226
Fax: 480-345-7601
Email: CustomCommercial@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 CustomCommercial@swgas.com. Additional program information is available online at swgas.com/efficiency/az.

Section 1 – General 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.

Name (as shown on your income tax return): _____

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

Check appropriate box for federal tax classification:

- Individual/sole proprietor, C Corporation, S Corporation, Partnership, Trust/estate, Limited liability company, Other, Exempt payee

Taxpayer Identification Number (TIN): [] [] [] - [] [] [] [] [] [] [] [] [] [] [] []

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

Building Information

Primary building use:

- Automotive Facility, Convention Center, Court House, Dining: Bar Lounge/Leisure, Dining: Cafeteria/Fast Food, Dining: Family, Dormitory, Exercise Center, Gymnasium, Health Care - Clinic, Hospital, Hotel, Library, Manufacturing Facility, Motel, Motion Picture Theater, Multi-Family Housing, Museum, Office, Parking Garage, Penitentiary, Performing Arts Theater, Police/Fire Station, Post Office, Religious Building, Retail, School/University, Sports Arena, Town Hall, Transportation, Warehouse, Workshop, Other

Building Size (sq. ft.): _____ Year Built: _____ Operating Hours: _____

Number of Floors: _____ Percent Conditioned: _____

Section 2 – Terms and Conditions

Terms and Conditions

Southwest Gas is implementing the Arizona *Smarter Greener Better* Custom Commercial Rebate Program (the “Program”) to provide customers with rebates to facilitate the installation of qualifying energy efficient equipment. The following terms and conditions apply to the Program:

1. To qualify for rebates through the Program, the participant must:
 - a. Be a current or new 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.
 - b. Submit a completed copy of this Rebate Application and all supplemental required documentation prior to the purchase and installation of any measure(s).
 - c. Submit a completed copy of the Program Installation Notice after receiving Southwest Gas’ written approval of the Rebate Application and completing the installation of the identified measure(s) prior to the installation deadline identified by Southwest Gas.
 - d. Abide by the Program rules, eligibility requirements, and rebate levels in effect at the date of approved Rebate Application.
 - e. Provide a valid federal tax identification number.
2. Qualifying Measures:
 - a. Qualifying measures include those that target cost-effective natural gas savings, including retrofits of existing systems, improvements to existing systems, and first time installations where the system’s efficiency exceeds applicable codes or standard industry practice. The Program does not specify eligible measures in order to provide program participants maximum flexibility in identifying potential projects. Participants may propose any measure that: produces a verifiable natural gas usage reduction, is installed in either existing or new construction applications, has a minimum useful life of seven years, and exceeds Southwest Gas’ minimum cost-effectiveness.
3. Rebate Amounts
 - a. The program’s rebate levels for the installation of qualified measures shall be the lesser of (a) \$1.00/therm per first year annual therm savings as determined solely by Southwest Gas; or (b) 50 percent of the eligible project cost as determined solely by Southwest Gas.
4. Program Limitations
 - a. Measures that are excluded from this program include those that:
 - Are offered through the *Smarter Greener Better* Commercial Rebates program.
 - Rely solely on changes in customer behavior.
 - Merely terminate existing processes, facilities, or operations.
 - Are not fuel neutral.
 - Are required by state or federal law, building or other codes, or are standard industry practice.
 - Qualify for rebates through any other program offered by Southwest Gas.
5. Rebate Application: to assess projects for eligibility and approval, the customer must submit the following information:
 - a. Identification of the project site and account information.
 - b. An energy analysis report submitted by the customer, adhering to industry standard practices for energy engineering and containing the following:
 - Descriptions of the proposed set of energy efficiency measures
 - Summary of the energy savings and eligible project costs
 - Baseline operational conditions and energy consumption data supported by spot or short-term measurements, trended data, or accepted engineering practices for each proposed measure
 - A description of the calculations and methodologies that support the baseline, proposed operation, natural gas savings, and eligible costs
 - Supporting documentation for the estimated eligible measure costs
 - Any additional information necessary for the review of the project such as calculation spreadsheets, simulation models, vendor quotes, and equipment specifications
 - Commissioning plan for verifying the proposed measure operation and energy savings.
 - c. Brief summary of the anticipated project timeline.
6. Customers must submit a completed Rebate Application. If the Rebate Application is determined by Southwest Gas to be incomplete or requires clarification, Southwest Gas will request additional information from the Customer. The Customer then has 20 calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Rebate Application. Applicants may resubmit a Rebate Application to Southwest Gas; however, all re-submittals will be treated as new Rebate Applications and be processed in sequence with other new submittals.

Section 2 – Terms and Conditions (continued)

7. Following the submission of a Rebate Application but prior to its approval or project installation, Southwest Gas may conduct any site inspection activities necessary to confirm the baseline conditions and anticipated project scope. Once the Rebate Application is reviewed and approved, Southwest Gas will send an approval letter to the customer containing project review results, the project installation deadline, and the anticipated rebate amount.
8. The Customer is responsible for submitting the Rebate Application and allowing time for the appropriate review prior to purchasing equipment. Projects that have been purchased or installed prior to Southwest Gas' written approval of the Rebate Application will be reviewed and approved on a case-by-case basis at the sole discretion of Southwest Gas.
9. Project Commissioning:
 - a. Project Commissioning ensures that the predicted energy savings are being achieved and that the system's operation and performance are optimized. Commissioning is the responsibility of the Customer and can be completed by the Customer's internal staff or installing contractor. Commissioning is required to receive a rebate.
 - b. Project-specific commissioning procedures may be classified according to three distinct approaches, representing increasing levels of detail and rigor.
 - Deemed savings: Savings values are stipulated based on engineering calculations using typical equipment characteristics and operating schedules developed for particular applications, without on-site testing or metering.
 - Simple M&V: Savings values are based on engineering calculations using typical equipment characteristics and operating schedules developed for particular applications, with some short-term testing or simple long-term metering.
 - Full M&V: Savings values are estimated using a higher level of scrutiny than the deemed savings or simple M&V approaches, through the application of metering, billing analysis, and/or computer simulation.
 - c. Customers must submit a commissioning plan for each project, with the Rebate Application. Commissioning procedures will vary in detail and thoroughness depending on the measures installed. The level of detail and rigor of the commissioning plan is determined by the project size and risk to rebates and project savings. Southwest Gas will specify the approach required in the commissioning plan.
 - d. If the customer and program administrator agree to pursue the "Full M&V" or "Simple M&V" options, the commissioning must follow the International Performance Measurement and Verification Protocol.
 - e. Commissioning must be completed when the building is fully occupied and when the system's operation can be verified. Some measures may require operation during the cooling or heating seasons and the time required to complete commissioning activities will range from a few days up to a few months.
10. Installation Notice
 - a. After Southwest Gas provides written approval of the Rebate Application, the customer will install the identified measures. Upon completion of each approved project, the customer will begin the commissioning phase in accordance with the commissioning plan previously approved by Southwest Gas. Thereafter, the customer must submit an Installation Notice to Southwest Gas that includes the following:
 - A report summarizing the results of the commissioning activities and as installed operation of the measures
 - Additional information necessary for the review of the project such as final calculation spreadsheets, simulation models, invoices, and equipment specifications
 - Verified natural gas reduction
 - Verified eligible project costs
 - Estimated rebate amount
 - b. Once the Installation Notice is reviewed and approved, Southwest Gas will mail a rebate check to the payee identified on the Installation Notice.
 - c. If the project does not meet the eligibility requirements, if the project is not of sufficient quality, or if the Installation Notice is incomplete, the Customer will be notified. The Customer then has 20 calendar days after receipt of the notice to submit the requested information, or Southwest Gas will reject the Installation Notice. Customers may resubmit the Installation Notice to Southwest Gas; however, all re-submittals will be processed in sequence with other new submittals and subject to rebate availability.
11. Southwest 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. The Customer will allow Southwest Gas and its agents and their subcontractors reasonable access to and egress from the installation site during normal business hours for such purposes. If selected for inspection, the rebate 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 identify any identified deficiencies from the Customer. The Customer then has 20 calendar days after receipt of the request to submit the requested information and/or remedy the identified deficiencies, or Southwest Gas will reject the Installation Notice. Customers may resubmit the Installation Notice to Southwest Gas; however, all re-submittals will be processed in sequence with other new submittals and subject to rebate availability.

Section 2 – Terms and Conditions, continued

12. Southwest Gas retains the right to make final determination of customer eligibility, equipment eligibility, system savings, and rebate amounts.
13. Final rebate amounts will not exceed 120% of the amount approved with the Rebate Application, and any amount in excess of the amount reserved by the Rebate Application will be subject to rebate availability.
14. One rebate check will be issued per approved Installation Notice to the entity specified on the Installation Notice.
15. Southwest Gas is not responsible for items lost or delayed in the mail, or any rebate delayed due to incomplete or incorrect Rebate Applications or Installation Notices.
16. Customer acknowledges that Southwest Gas and its agents are not responsible for any tax liability imposed on the Customer as a result of payment of the rebates and the 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 are not intended or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
17. Customer acknowledges that the submission of the Rebate Application or Installation Notice does not guarantee receipt of rebates, and that rebate amount and award will be based on the Program rules as outlined in these Terms and Conditions.
18. Southwest Gas and its agents make no representations and provide no warranty or guarantee with respect to the design, manufacture, construction, safety, performance or effectiveness of the newly installed equipment, including any warranties of merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the Customer. Southwest Gas and its agents assume no responsibility for oversight of contractor services.
19. Customer, at its own expense, shall obtain and maintain licenses and permits needed to install eligible equipment. Failure to maintain necessary licenses and permits constitutes a material breach of Customer's obligations.
20. By signing the Rebate Application or Installation Notice, Customer acknowledges 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.
21. By signing the Rebate Application or Installation Notice, Customer acknowledges and agrees that Southwest Gas may recognize the Customer as a Program participant in its promotional materials, and that the Customer may opt-out of such recognition by sending a written request to Southwest Gas at the address provided on page 1 of this Rebate Application. Except as noted in Section 20 of these Terms and Conditions, project details will not be released without the Customer's prior consent.
22. 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.
23. Notwithstanding any other provision of the Rebate Application or Installation Notice, neither Southwest Gas nor its agents shall be liable to the Customer either directly or through the indemnity provision of these Terms and Conditions, for special, incidental, or consequential damages (even if advised of the possibility of such damages), including without limitation loss of use or loss of profits.
24. Neither Party 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 or Installation Notice shall be equitably adjusted.
25. 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 Application will be Maricopa County, Arizona.
26. The terms and conditions 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 and its agents 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.
27. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time.

Section 3 – Customer Signature

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

- I have read and understand all Terms and Conditions of this form and the customer eligibility, measure eligibility, and participation procedures for the Southwest Gas Arizona *Smarter Greener Better* Custom Commercial Rebate Program.
- I certify as the building owner or the owner's authorized representative that all the information contained within this application is true and factual.
- I am 1) providing a correct taxpayer identification number on this form, 2) not subject to backup withholding, and 3) am a US person (including US Resident Alien).
- If I have completed a fraudulent application or mistakenly receive an amount greater than I was authorized to receive, I will refund the money back to Southwest Gas.
- The undersigned applicant 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, participation in the Program; provided however, that applicant shall not be required to indemnify and hold harmless any Indemnified Party member against claims adjudicated to have been caused by such party's gross negligence or willful misconduct.
- As the signatory, I have the authority to approve installation of identified measure(s).

Business Name _____

Signature _____

Name (please print) _____

Title _____

Date _____

Section 4 – Rebate Worksheet

Important: This form is to be completed and submitted to Southwest Gas with the Rebate Application. Attach additional sheets as necessary.

Parameter	Measure 1	Measure 2	Measure 3
Project type (Retrofit or New Construction)			
Estimated installation date			
Dealer/contractor name			
Energy efficiency measure (type and description)			
Estimated baseline usage (therms/yr)			
Estimated post-retrofit usage (therms/yr)			
Estimated savings (therms/yr)			
Estimated annual operating hours			
Estimated installation costs (\$)			
Estimated rebate (\$)			

For each energy efficient measure listed, please list all assumptions and show all formulas used to calculate the estimated energy savings in the space below or as an attachment. In addition, please provide descriptions of all variables used in these formulas and example calculations for each measure. Please attach copies of site plans identifying the location of each identified energy efficient measure. For alterations to mechanical or electrical systems, one line schematic drawings are required. Drawings shall include existing and post-retrofit conditions clearly outlining the scope of work. Please attach documentation illustrating eligible project costs. Electronic copies of all files, spreadsheets, or computer simulation input files should be included with this application.

Please describe proposed Commissioning activities associated with each measure in the space below or as an attachment. Explain clearly the parameters to be measured, corresponding measuring devices, time-periods, and data intervals for the pre-retrofit and post-retrofit scenarios.

Application Checklist

Before submitting this application please verify the following:

- Did you read and understand the program requirements?
- Did you attach any additional documentation to illustrate energy efficiency savings estimates, commissioning activities and project costs?
- Are all required fields completed and accurate?
- Did you include your account number?
- Did you sign the Terms and Conditions Form?

SEND COMPLETED REBATE APPLICATIONS TO:

Southwest Gas Arizona *Smarter Greener Better* Custom Commercial Rebate Program

3100 West Ray Road, Suite 230

Chandler, AZ 85226

Fax: 480-345-7601

Email: CustomCommercial@swgas.com



Arizona *Smarter Greener Better*[®] Custom Commercial Rebate Program

Installation Notice

This application packet contains the following parts:

- Payee Information
- Customer Signature

To participate in this rebate program, please review the following steps:

1. **Complete** the Rebate Application prior to ordering, purchasing, or installing energy efficiency measures at your site. A copy of the Rebate Application is available by contacting the Program Administrator or by download from swgas.com/efficiency/az.
2. **After** receiving Southwest Gas' written approval of your Rebate Application, purchase, install and commission the qualifying equipment.
3. **Notify** Southwest Gas of the completed project by submitting a copy of this Installation Notice.
4. **Retain** a copy of all completed application forms and all required documentation, such as invoices and contracts. Submitted applications will become the property of Southwest Gas.
5. **Submit** the completed forms and required documentation to:

Southwest Gas Arizona *Smarter Greener Better* Custom Commercial Rebate Program
3100 West Ray Road, Suite 230
Chandler, AZ 85226
Fax: 480-345-7601
Email: CustomCommercial@swgas.com

If you have any questions regarding this Installation Notice, please contact the Program hotline toll-free at 1-855-743-1603, or by email at CustomCommercial@swgas.com. Additional program information is available online at swgas.com/efficiency/az.

Section 1 – Payment Information and Signature

Payment Information

Complete this section to designate where rebate payment is to be directed. Any tax liability associated with rebate payments made under the program may not be affected by an assignment of any rebate payment to another party.

Check should be made payable to:

Payee: Customer/Business Name ¹ _____

Phone _____

Payee Mailing Address _____

City _____

State _____

Zip _____

¹ Customer may designate a third party to receive the rebate payment.

Customer Signature

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

- I have read and understood all Terms and Conditions of the Rebate Application and agree to comply with all terms and conditions pertaining to the Program.
- If I am a business customer, I am 1) providing a correct taxpayer identification number on this form, 2) not subject to backup withholding, and 3) am a US person (including US Resident Alien).
- All information provided to Southwest Gas by Customer is true and correct and the Customer will notify Southwest Gas immediately of any changes.
- If the Customer completes a fraudulent application or mistakenly receives an amount greater than the Customer was authorized to receive, the Customer will refund the money back to Southwest Gas.
- I am authorizing this rebate payment to the party named above and if not the Customer of record, I understand that I will not be receiving a rebate payment 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. I also acknowledge that assignment of the applicable rebates to another party may not affect my tax liability for rebates paid by the Program.
- The undersigned applicant 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, participation in the Program; provided however, that the Customer shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by such Party's gross negligence or willful misconduct.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Business Name: _____

Section 2 – Completed Project Information

Please describe any changes or modifications to the installed measures as compared with the project as compared to the approved Rebate Application. If none, please state as such.

Required Attachments

Attachment	Included?
1. Details regarding any changes to the scope or completion of the measure(s) approved by the Rebate Application if not fully described above.	<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 commissioning report and/or data supported the estimated savings of the measure(s)	<input type="checkbox"/>

SEND COMPLETED INSTALLATION NOTICES TO:
 Southwest Gas Arizona *Smarter Greener Better* Custom Commercial Rebate Program
 3100 West Ray Road, Suite 230
 Chandler, AZ 85226
 Fax: 480-345-7601
 Email: CustomCommercial@swgas.com