

## Arizona *Smarter Greener Better*<sup>®</sup> 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](http://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](mailto: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](mailto:CustomCommercial@swgas.com). Additional program information is available online at [swgas.com/efficiency/az](http://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.

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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:

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

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

Number of Floors: \_\_\_\_\_ Percent Conditioned: \_\_\_\_\_

## Section 2 – 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. 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; conducting pre and post inspections of customer facilities; processing project information requests from customers; measurement and verification activities; and issuing rebate checks.
2. Customer Eligibility:  
To qualify for a rebate under the Program, the applicant must be a current or new commercial Southwest Gas 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.
3. 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 requirements.
  - b. Measures that are excluded from this Program include those that:
    1. Are offered through the Smarter Greener Better Commercial Rebates program;
    2. Rely solely on changes in customer behavior;
    3. Merely terminate existing processes, facilities, or operations;
    4. Are not fuel neutral;
    5. Are required by state or federal law, building or other codes, or standard industry practice; and/or
    6. Qualify for rebates through any other program offered by Southwest Gas.
4. Rebate Amounts:  
The Program offers rebates for the installation of qualified measures paid at 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. Southwest Gas retains the right to make final determination of customer eligibility, qualifying measures, system energy savings, project cost-effectiveness and final rebate amounts.
5. Rebate Application:
  - a. To be considered for the Program, Customer must submit a completed Custom Commercial Rebate Application (“Rebate Application”) and all supplemental required documentation prior to the purchase and installation of any measure(s). 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 will reject the Rebate Application. Customer may resubmit a Rebate Application to Southwest Gas; however, all re-submittals will be treated as a new Rebate Application and be processed in sequence with other new submittals.
  - b. As part of the Rebate Application, Customer must submit all of the following information:
    1. An energy analysis report 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; and
      - Commissioning plan for verifying the proposed measure operation and energy savings.
    2. A brief summary of the anticipated project timeline
  - c. As part of the Rebate Application review process, 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 pre-approved, Southwest Gas will send a pre-approval letter to Customer containing project review results, the project installation deadline, and the estimated rebate amount. Customer is responsible for submitting the Rebate Application prior to purchasing equipment. Projects that have been purchased or installed prior to Southwest Gas’ written pre-approval of the Rebate Application will be reviewed and approved on a case-by-case basis at the sole discretion of Southwest Gas.
6. Project Commissioning:
  - a. In order to receive a rebate payment, Customer must complete project commissioning to ensure that the predicted energy savings are being achieved and that the system’s operation and performance are optimized. Commissioning is the responsibility of Customer and can be completed by Customer’s internal staff or installing contractor.
  - b. Customer 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.

## Section 2 – Terms and Conditions (continued)

- c. As part of Southwest Gas' review of the commissioning plan, Southwest Gas may classify a project's specific commissioning procedures according to three distinct approaches, representing increasing levels of detail and rigor.
1. 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.
  2. 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.
  3. 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.
- d. If Customer and program administrator agree to pursue the "Full M&V" or "Simple M&V" approach, 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.
7. Installation Notice:
- a. After Southwest Gas provides written pre-approval of the Rebate Application, Customer may purchase and install the identified measures. Upon completion of each pre-approved project, Customer will begin the commissioning phase in accordance with the approved commissioning plan. Thereafter, Customer must submit an Installation Notice to Southwest Gas prior to the project installation deadline stated in the pre-approval notification. The Installation Notice must include the following:
    1. A report summarizing the results of the commissioning activities and as installed operation of the measures;
    2. Additional information necessary for the review of the project such as final calculation spreadsheets, simulation models, invoices, and equipment specifications;
    3. Verified natural gas reduction;
    4. Verified eligible project costs; and
    5. Estimated rebate amount.
  - b. If the project does not meet the eligibility requirements, if the project is not of sufficient quality, or if the Installation Notice is incomplete, Customer will be notified. 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.
8. Once the Installation Notice is reviewed and approved, Southwest Gas will mail a rebate check to the payee identified on the Installation Notice. One rebate check will be issued per approved Installation Notice. The final rebate amount is based on verified energy savings of installed measures and may differ from the estimated rebate amount. The final rebate amount will not exceed 120% of the estimated rebate amount, and any amount in excess of the estimated rebate amount will be subject to availability of Program funds. Southwest Gas is not responsible for items lost or delayed in the mail, or any rebate delayed due to an incomplete or incorrect Rebate Application or Installation Notice.
9. Customer acknowledges that the submission of the Rebate Application or Installation Notice does not guarantee payment of rebates, and that payment of the final rebate amount is based on Southwest Gas' review of the completed project, including without limitation, approval of installed measures project cost-effectiveness and Customer's satisfactory completion of all Program rules as outlined in these Terms and Conditions.
10. 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 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 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 Customer of any identified deficiencies. 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. Customer 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. 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.
12. 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.
13. 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, 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 or services Customer procures exclusively rests with Customer. Southwest Gas, Nexant, Inc. and their agents and subcontractors make no representations and assume no responsibility for oversight of contractor services.

**Section 2 – Terms and Conditions, continued**

14. 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.
15. 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 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.
16. 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 sections 15 and 16 of these Terms and Conditions, project details will not be released without Customer's prior consent.
17. 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.
18. 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 member against Claims adjudicated to have been caused by such Indemnified Party's gross negligence or intentional misconduct.
19. 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.
20. 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, or 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.
21. 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.
22. 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 or 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.
23. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time.

**Section 3 – Customer Signature**

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

- 1. If the Customer Representative, I have the authority to bind Customer to these Terms and Conditions;
- 2. I have read, understand, and agree to be bound by and comply with these Terms and Conditions; and
- 3. All the information provided in this Rebate Application is accurate and complete and I will notify Southwest Gas immediately of any changes to the information.

Customer Name \_\_\_\_\_  
Customer Representative \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
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.

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### Application Checklist

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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](mailto:CustomCommercial@swgas.com)