



**NEVADA SMARTER GREENER BETTER®
SOLAR WATER HEATING PROGRAM REBATE APPLICATION**

Invest In A Better Environment

Southwest Gas offers rebates to eligible Nevada customers on qualifying solar thermal systems installed in conjunction with natural gas water heaters.¹ These rebates are offered as part of the “Solar Thermal Systems Demonstration Program,” a program initiated by the Nevada Legislature in 2009 as part of law to provide incentives to various renewable energy programs in Nevada.

Through Southwest Gas’ Nevada *Smarter Greener Better* Solar Water Heating Program, a rebate may help you to recoup the purchase price of a solar thermal system more quickly. The estimated payback of a solar thermal system compared to a conventional storage water heater may vary depending on the price of natural gas. If natural gas prices are low, the estimated time for cost recovery of a solar thermal system may take a longer period.

Consumers are advised to calculate estimated payback times, if that is an important consideration in the decision of whether to install a solar thermal system. The following U.S. Department of Energy website contains a useful guide for comparing costs and determining payback times: <http://energy.gov/energysaver/estimating-cost-and-energy-efficiency-solar-water-heater>

How to Apply

Please complete the appropriate Sections of the Rebate Application based on your customer type. Section 1 of the Rebate Application (Rebate Reservation) must be submitted and approved by Southwest Gas prior to the installation of the system in order to be considered for a rebate under the Program.

		Residential/Small Business Property	School/Public and Other Property
Step 1a	Customer Information	Section 1	Section 1
Step 1b	Equipment Installer Information	Section 1	Section 1
Step 1c	Equipment Dealer Information	Section 1	Section 1
Step 1d	Solar Water Heating System Information	Section 1	Section 1
Step 1e	Acceptance of Terms and Application Signature	Section 1	Section 1
Step 2	Phase 1 Proof-of-Progress Checklist - to be submitted within 90 days after issuance of the First Reservation Notice	N/A	Section 2
Step 3	Phase 2 Proof-of-Progress Checklist - to be submitted within 270 days after issuance of the First Reservation Notice	N/A	Section 3
Step 4	Rebate Claim Package - to be submitted before the expiration date specified in the First Reservation Notice	Section 4	Section 4

The application package can be submitted by email, fax, or mail to Southwest Gas at:

Mail: Southwest Gas Nevada *Smarter Greener Better* Solar Water Heating Program
3100 West Ray Road, Suite 230
Chandler, AZ 85226

E-mail: solarwaterheating@swgas.com

Fax: 480-345-7601

If you have any questions regarding this application, please contact the Nevada *Smarter Greener Better* Solar Water Heating Program toll-free at 1-855-743-1603, or by email at solarwaterheating@swgas.com.

Additional program information is available online at www.swgas.com/efficiency/nv.

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

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Section 1 - Rebate Reservation

CUSTOMER INFORMATION

Important: Please complete the following questions regarding the Southwest Gas customer's account information. Please complete all requested information. Incomplete applications will be returned.

Name on Account (as it appears on the Southwest Gas bill)

Property Type Residential Small Business
 School Public or Other

SWG Account Number
(Account number at the installation address)

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Installation Address (where products/equipment are installed) *City* *State* *Zip Code*

() ()

Customer Phone Number *Customer Fax Number* *Customer E-Mail Address*

Project Contact Name (First and Last) *Relationship to Account Owner²*

Contact Address *City* *State* *Zip Code*

() ()

Contact Phone Number *Contact Fax Number* *Contact E-Mail Address*

Building Owner Name (if different)

Building Owner Address *City* *State* *Zip Code*

() ()

Building Owner Phone Number *Building Owner Fax Number* *Building Owner E-Mail Address*

How did you hear about this program? Select all that apply.

- | | | | | | |
|---|---|---|--------------------------------------|--|--------------------------------|
| <input type="checkbox"/> Bill Insert | <input type="checkbox"/> Brochure/Flyer | <input type="checkbox"/> Contractor/Retailer/Vendor | <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Email | <input type="checkbox"/> Event |
| <input type="checkbox"/> Print Ad | <input type="checkbox"/> Radio | <input type="checkbox"/> Social Networking Site | <input type="checkbox"/> Website | <input type="checkbox"/> Word-of-Mouth | |
| <input type="checkbox"/> Southwest Gas Representative | <input type="checkbox"/> Other | | | | |

²Any person completing a Rebate Application on behalf of a Southwest Gas customer must submit a signed letter from the customer describing the relationship between the customer and such person and designating and authorizing such person to apply for the rebate on the customer's behalf ("Authorized Applicant"). The authorization letter must be provided with the Rebate Reservation. For the purposes of this Rebate Application including all terms, conditions, representations and guaranties, the term "Customer" includes both the Southwest Gas customer and any Authorized Applicant.

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CUSTOMER INFORMATION (CONT.)

This section is for business customers only - residential customers should not complete.

Name (as shown on your income tax return)

Address

City

State

Zip Code

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)* _____

Exempt Payee *Other* _____

Taxpayer Identification Number (TIN):

(Business customers only)

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EQUIPMENT INSTALLER INFORMATION

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

Company Name

Company Mailing Address

City

State

Zip Code

()

Company Phone Number

()

Company Fax Number

Company E-Mail Address

License #(s)

Issue Date

Expiration Date

License Sub-classification: *Solar Water Heating* *Solar Space Heating* *Other* _____

Other Applicable Licenses and/or Certifications: _____

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EQUIPMENT DEALER INFORMATION

Please complete the following questions regarding the Equipment Dealer of the solar thermal system.

Dealer is the same as the installer noted above

Dealer Name

Dealer Mailing Address

City

State

Zip Code

()

Dealer Phone Number

()

Dealer Fax Number

Dealer E-Mail Address

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 Combination Water Heating and Space Conditioning Active Space Heating
 Solar Thermal Cooling Pool Water Heating (commercial systems only)

Storage Type: Two-Tank System One-Tank System with External Heat Exchanger None (pool)

System Type: Forced Circulation Integral Collector Storage (ICS) Thermosyphon
 Self-Pumping ICS w/Circulation

Estimated Installation Date

No. of Occupants in residence (OG-100 only)

Collector Manufacturer

Model:

Quantity

Collector Orientation

Collector Tilt

OG-300 Rating or estimated savings (therms/yr)

Certification: OG-300 OG-100 Certification No. _____ Certification Agency ³ _____

Climate Zone: Elko Ely Reno Tonopah Las Vegas Winn

Storage Tank Manufacturer

Model

Capacity (gal.)

Quantity

³Please refer to Section 3.n of the Terms and Conditions section of the Application.

**NEVADA SMARTER GREENER BETTER®
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REBATE CALCULATION:

Equipment Rebate:	x	_____ <i>Therm savings/yr</i>	=	_____ (A)
Rebate Cost Cap:	x	_____ <i>Est. Project Cost</i>	=	_____ (B)
Rebate Cap:	=	\$3,000 for Residential \$7,500 for Small Business \$30,000 for School, Public, or Other	=	_____ (C) (enter the appropriate value)
Rebate Cap:	=	_____ (Lowest of A, B, or C)		

PROFESSIONAL ENGINEER REVIEW

If the proposed solar thermal system does not have a OG-300 certification, or if the proposed solar thermal system will not be a two-tank system, documentation that supports the sound design and expected performance of the solar thermal system must be submitted with the Rebate Reservation 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

Date

Stamp or Seal of P.E.

⁴ Information about the current available rebate level can be found on the program web site at www.swgas.com/nvsolar.

⁵ % Cost cap for Residential and Small Business customers is 30%; for School, Public and Other customers the Cost cap is 50%.

Terms and Conditions

Read these Terms and Conditions, and then sign and date the Applicant Signature portion of the Rebate Application.

Southwest Gas Corporation (Southwest Gas) is implementing the Nevada 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 signing below, the Customer and any Assigned Applicant (Customer) agree(s) to comply with and be bound by these terms and conditions.

1. Southwest Gas has contracted Nexant, Inc. (Nexant) to act as the program administrator and authorizes Nexant to administer the Program which activities shall include, without limitation: 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. **Customer Eligibility.** To be eligible for rebates through the Program, the applicant must:

a. Be a current or new Southwest Gas customer located within its Nevada service territories and the Customer facility where the system is to be installed must fall within one of the following categories:

i. Private residential property.

ii. Small business property. Small business is defined as a business conducted for profit which employs 500 or fewer full-time or part-time employees.

iii. School property. School property is defined as any real property, building or facility, owned, leased or occupied by a public school as defined in NRS 385.007; private school as defined in NRS 394.013; an institution of higher education defined as a university, college or community college which is privately owned or which is part of the Nevada System of Higher Education; a postsecondary educational institution, as defined in NRS 394.099, or any other institution of higher education.

iv. Public and other property. Public and other property is defined as any real property, building or facility which is owned, leased or occupied by a public entity; a nonprofit organization that is recognized as exempt from taxation pursuant to section 501(c)(3), of the Internal Revenue Code, 26 U.S.C. § 501(c)(3), as amended; a corporation for public benefit as defined in NRS 82.021; a church; or a benevolent, fraternal or charitable lodge, society or association as defined in NRS 701B.321.

b. Customers whose rates do not include the Renewable Energy Program (REP) surcharge are not eligible to participate in the Program.

3. **Equipment Eligibility.** Customer's system must meet the following equipment eligibility requirements to be considered for rebates through the Program. Eligible equipment must:

a. Be installed by a Program Qualified Contractor.

b. Not have an electrical back-up system or unit.

c. Be used to heat domestic hot water, generate heat to drive a solar thermal air conditioning/cooling system (e.g., solar thermal driven absorption chiller), or be used for active space heating or a combination of domestic water heating and space conditioning otherwise heated by natural gas. In addition, for commercial customers, may be used to heat pool water otherwise heated by natural gas.

d. Be located on property within the Nevada service territory of Southwest Gas.

e. Be installed on a permanent surface in a building which is connected to an existing distribution system of Southwest Gas.

f. Be installed such that the orientation of the solar collectors is not more than 90 degrees from true south.

g. 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.

h. Be installed with a tilt angle between 15° and 60° as measured against the horizon unless the equipment is being used in an active space heating application, in which case the equipment

may be installed with a tilt angle between 15° and 90° as measured against the horizon.

i. Consist of solar thermal system components that are new and unused.

j. 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.

k. Have a manufacturer's warranty of at least 5 years that covers each new tank of the solar thermal system, if any.

l. Have a workmanship warranty of at least 2 years that covers the installation of the solar thermal system, including labor and materials.

m. Be installed in conformity with the manufacturer's specifications and all applicable codes, permits and standards.

n. Have:

i. An OG-300 certification which is issued by the Solar Rating and Certification Corporation (SRCC; www.solar-rating.org), International Association of Plumbing and Mechanical Officials (IAPMO; www.iapmo.org), or any other performance certification that is approved by the Public Utilities Commission of Nevada (Commission); or

ii. An OG-100 certification which is issued by the SRCC, IAPMO, or any other performance certification that is approved by the Commission, and which must include:

a) Number of occupants in the residence;

b) Documentation that supports the sound design and expected performance of the solar thermal system; and

c) 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.

o. Use a two-tank system, where a new tank is dedicated to storing water heated by solar panels and Customer's existing tank is used to heat water with natural gas unless the installation is a retrofit application, in which case Customer's existing tank can be used in combination with an external heat exchanger if:

i. The existing tank is still under warranty or is less than 3 years old;

ii. The system has an OG-300 certification or an OG-100 certification (per Section 3.n above) and the Application includes 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; and

iii. Customer is provided with a written disclosure consisting of an estimate of efficiency of a one-tank system with an external heat exchanger compared to an estimate of the efficiency of a two-tank system, all other variables being the same or reasonable similar.

p. Be designed to support the installation of a meter or other measuring device.

4. **Program Participation Requirements.** To qualify for Program rebates, Customer must complete the following sections of the Rebate Application, as specified.

a. All customers must:

i. Submit a fully completed and signed Rebate Reservation (Section 1 of the Rebate Application) **prior to the purchase and installation** of eligible equipment. If the Rebate Reservation

Terms and Conditions (cont.)

is determined by Southwest Gas to be incomplete or require 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 Reservation. Customer may resubmit a Rebate Reservation for the solar thermal system to Southwest Gas; however, all re-submittals will be treated as new Rebate Reservations and be processed in sequence with other new submittals. Small business property. Small business is defined as a business conducted for profit which employs 500 or fewer full-time or part-time employees.

- ii. Within 30 days after receipt of a complete and eligible Rebate Reservation, Southwest Gas will issue a First Confirmed Reservation Notice (First Reservation Notice) for a solar thermal system that has been pre-approved for rebates through the Program. The First Reservation Notice will specify the dollar amount of the rebate reserved for the solar thermal system and the expiration date by which the solar thermal system must be purchased, installed, operational, and reported to Southwest Gas as outlined in this Rebate Application. The expiration date of the reservation will be:
 - a) Twelve (12) months after the date of issuance of the First Reservation Notice for Private Residential and Small Business Property customers
 - b) Thirty (30) months after the date of issuance of the First Reservation Notice for School, Public and Other Property customers
 - iii. After Customer has received the First Reservation Notice, Customer may proceed with the installation of the pre-approved system. Customer must utilize a Program Qualified Contractor to complete the installation in order to qualify for a rebate payment.
- b. School, Public and Other Property customers must:
- i. Submit within ninety (90) calendar days of the First Reservation Notice a Phase 1 Proof-of-Progress Checklist (Section 2 of the Rebate Application) documenting the installation progress of the solar thermal system and demonstrating that the installation is progressing and there is a sustained commitment to complete the installation of the solar thermal system within thirty (30) months after the date of the First Reservation Notice.
 - a) If the Phase 1 Proof-of-Progress Checklist is not submitted by Customer by this deadline, the Rebate Application will be cancelled. Customer may resubmit a Rebate Reservation for the solar thermal system to Southwest Gas; however, all re-submittals will be treated as new Rebate Reservations and be processed in sequence with other new submittals.
 - b) If the Phase 1 Proof-of-Progress Checklist is complete and approved, Southwest will issue a Second Confirmed Reservation Notice (Second Reservation Notice).
 - ii. Submit within 270 calendar days of the First Reservation Notice a Phase 2 Proof-of-Progress Checklist (Section 3 of the Rebate Application) documenting the installation progress of the solar thermal system and demonstrating that the installation is progressing and there is a sustained commitment to complete the installation of the solar thermal system within thirty (30) months after the date of the First Reservation Notice.
 - a) If the Phase 2 Proof-of-Progress Checklist is not submitted by Customer by this deadline, the Rebate Application will be cancelled.
 - b) If the Phase 2 Proof-of-Progress Checklist is complete and approved, Southwest Gas will issue a Final Confirmed Reservation Notice (Final Reservation Notice).
 - iii. If the Phase 1 or Phase 2 Proof-of-Progress Checklist is determined by Southwest Gas to be incomplete or require clarification, Southwest Gas will request additional information from Customer. Customer then has twenty (20) calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Application. Customer may resubmit a Rebate Reservation for the solar thermal system to

Southwest Gas; however, all re-submittals will be treated as new Rebate Reservations and will be processed in sequence with other new submittals.

- iv. Customer acknowledges that, pursuant to NRS 701 B.336 3(d), persons participating in the category of school property or public and other property must provide for public display of the solar thermal system, and for hands-on experience of the solar thermal system by the public.
- c. All customers must:
- i. Submit to Southwest Gas the Rebate Claim Package (Section 4 of the Rebate Application) after the solar thermal system has been purchased, installed and placed into operation. If the Rebate Claim Package is not submitted by the Customer prior to the reservation expiration date, as stated in the First Reservation Notice, the Rebate Application will be cancelled. Customer may resubmit a Rebate Reservation for the solar thermal system to Southwest Gas; however, all re-submittals will be treated as new Rebate Reservations and be processed in sequence with other new submittals.
 - ii. If the Rebate Claim Package is determined by Southwest Gas to be incomplete or requires clarification, Southwest will request additional information from Customer. Customer then has twenty (20) calendar days after receipt of the request to submit the requested information, or Southwest Gas will reject the Application. Customer may resubmit a Rebate Reservation for the solar thermal system to Southwest Gas; however, all re-submittals will be treated as new Rebate Reservations and will be processed in sequence with other new submittals.
5. Program rebate levels for qualifying installations are stepped and will be paid according to the information presented in Table 5.1 below based on the order in which eligible Rebate Reservations are received.

Table 5.1: Stepped Program Rebate Levels

Category	Application Cap	Rebate Level (per therm)	Maximum Rebates
Step One			
Private Residential	COMPLETED		Lesser of 30% of system cost or \$3,000
Small Business	102	\$14.50/therm	Lesser of 30% of system cost or \$7,500
School	22	\$19.00/therm	Lesser of 50% of system cost or \$30,000
Public or Other	22	\$19.00/therm	Lesser of 50% of system cost or \$30,000
Step Two			
Private Residential	350	\$13.00/therm	Lesser of 30% of system cost or \$3,000
Small Business	102	\$13.00/therm	Lesser of 30% of system cost or \$7,500
School	22	\$17.00/therm	Lesser of 50% of system cost or \$30,000
Public or Other	22	\$17.00/therm	Lesser of 50% of system cost or \$30,000
Step Three			
Private Residential	1,020	\$11.00/therm	Lesser of 30% of system cost or \$3,000
Small Business	306	\$11.00/therm	Lesser of 30% of system cost or \$7,500
School	66	\$14.00/therm	Lesser of 50% of system cost or \$30,000
Public or Other	66	\$14.00/therm	Lesser of 50% of system cost or \$30,000

6. Southwest Gas reserves the right to inspect and/or meter the installed equipment for compliance with the Program requirements. Inspection

Terms and Conditions (cont.)

- 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, and their agent's 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 notify the Project Contact to request additional information and/or identify any deficiencies. The Project Contact then has twenty (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 Rebate Application. Customer may resubmit a Rebate Reservation for the solar thermal system to Southwest Gas; however, all submittals will be treated as new Rebate Reservations and will be processed in sequence with other new submittals.
7. 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 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.
 8. One rebate check will be issued per approved Rebate Application to the individual or 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.
 9. Customer who receives a rebate under the Program for qualifying equipment is not eligible for rebates or credits for the same equipment under any other Southwest Gas programs.
 10. Customer acknowledges that payment of any rebate issued under the Program may result in taxable income to Customer, even if Customer does not directly receive payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer acknowledges that Southwest Gas and its agents are not responsible for any tax liability imposed on Customer as a result of payment of the rebates, and 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, Nexant and their agents are not providing tax advice, and communications by Southwest Gas, Nexant, and their agents, whether written or oral, are not intended and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
 11. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information will be disqualified from the Program. Any and all funds determined to have been received on the basis of inaccurate or fraudulent information must be returned to Southwest Gas. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application.
 12. 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 and their agents 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, NEXANT, AND THEIR AGENTS DISCLAIM 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.** Responsibility for delivery and workmanship related to any equipment or services Customer procures exclusively rests with the contractor selected by Customer. Southwest Gas, Nexant, and their agents assume no responsibility for oversight of contractor services.
 13. Customer, at its own expense, is responsible for meeting all requirements and complying with all federal, state, and local laws, codes, and regulations concerning the Program and shall obtain and maintain licenses and permits needed to install eligible equipment. Failure to obtain or 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.
 14. 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, the 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, and/or to comply with state and/or federal law.
 15. 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 14 and 15 of these Terms and Conditions, project details will not be released without Customer's prior consent.
 16. 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.
 17. Customer shall defend, protect, indemnify and hold harmless Southwest Gas, Nexant, and their respective officers, directors, managers, associates, related firms and entities, employees and agents against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever arising out of or incident to, or related in any way to, directly or indirectly, Customer's participation in the Program.
 18. To the fullest extent allowed by law, Southwest Gas and Nexant'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, and their respective officers, directors, employees and agents shall not be liable to Customer or any other party for any other obligation.
 19. Notwithstanding anything in these Terms and Conditions to the contrary, neither Southwest Gas, Nexant, nor their agents or subcontractors shall be liable to Customer for any type of damages, whether indirect, special, incidental, or consequential, exemplary, reliance, or punitive damages (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.
 20. 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, and their 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.
 21. Southwest Gas reserves the right to change or cancel the Program or its terms and conditions at any time. Pre-approved applications, for which Customer has completed the required Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by Southwest Gas.

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REQUIRED ATTACHMENTS

Please include the following attachment(s) with your application.

Attachment	Residential	Small Business	School/Public and Other Property
1. Proof of customer type	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. A copy of a signed contract with all applicable warranties	<input type="checkbox"/>	N/A	N/A
3. Documentation that supports the sound design and expected performance of the solar thermal system for systems without an OG-300 certification or for systems that will not use a two-tank system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. A copy of the RFP or other solicitation for the installation of the solar thermal system, or a copy of an executed agreement for the purchase and installation of the solar thermal system	N/A	N/A	<input type="checkbox"/>

ACCEPTANCE OF TERMS AND APPLICATION SIGNATURE

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

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

Additional certifications for business customers providing a taxpayer identification number:

Under penalty of perjury, I hereby certify:

- 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
- 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
- I am a U.S. citizen or other U.S. person, and
- 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.

Signature (Customer/Applicant)

Date

Printed Name (first and last)

Title (if applicable)

Business Name (if applicable)

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Section 2 - Phase 1

PROOF-OF-PROGRESS CHECKLIST

School, Public or Other Property Customers are required to complete and submit this section of the application within ninety (90) days after issuance of the First Reservation Notice. Private Residential and Small Business Customers may skip this application section.

By signing below, Customer represents, warrants, acknowledges and agrees that:

- The installation of the solar thermal system is progressing and that there is a sustained commitment to complete the installation of the solar thermal system before the reservation expiration date identified in the First Reservation Notice;
- There are no material modifications to the system information previously submitted in Section 1 - Rebate Reservation that would affect the estimated savings or rebate amount; and
- All information provided to Southwest Gas by Customer is true and correct and Customer will notify Southwest Gas immediately of any changes.
- Any Authorized Applicant signing on behalf of Customer has the authority to bind Customer to these terms.

Signature (Customer/Applicant)

Date

Printed Name (first and last)

Title (if applicable)

Business Name (if applicable)

REQUIRED ATTACHMENTS

Please include the following attachment(s) with your application.

Attachment	Residential	Small Business	School/Public and Other Property
1. Current solar thermal system installation timeline clearly showing anticipated installation and operational dates	N/A	N/A	<input type="checkbox"/>

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SOLAR WATER HEATING PROGRAM REBATE APPLICATION

Section 3 - Phase 2

PROOF-OF-PROGRESS CHECKLIST

School, Public or Other Property Customers are required to complete and submit this section of the application within ninety (90) days after issuance of the First Reservation Notice. Private Residential and Small Business Customers may skip this application section.

By signing below, Customer represents, warrants, acknowledges and agrees that:

- The installation of the solar thermal system is progressing and that there is a sustained commitment to complete the installation of the solar thermal system before the reservation expiration date identified in the First Reservation Notice;
- There are no material modifications to the system information previously submitted in Section 1 - Rebate Reservation that would affect the estimated savings or rebate amount; and
- All information provided to Southwest Gas by Customer is true and correct and Customer will notify Southwest Gas immediately of any changes.
- Any Authorized Applicant signing on behalf of Customer has the authority to bind Customer to these terms.

Signature (Customer/Applicant)

Date

Printed Name (first and last)

Title (if applicable)

Business Name (if applicable)

REQUIRED ATTACHMENTS

Please include the following attachment(s) with your application.

Attachment	Residential	Small Business	School/Public and Other Property
1. A copy of the executed agreement for the purchase and installation of the solar thermal system if not provided with Section 1 - Rebate Reservation	N/A	N/A	<input type="checkbox"/>
2. All warranties applicable to the solar thermal system and installation of the solar thermal system	N/A	N/A	<input type="checkbox"/>
3. Current solar thermal system installation timeline clearly showing anticipated installation and operational dates	N/A	N/A	<input type="checkbox"/>

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Section 4 - Rebate Claim Package

INSTALLATION CERTIFICATION

After the solar thermal system has been purchased, installed and placed into operation, Customer must submit to Southwest Gas a completed Rebate Claim Package (this Section of the Rebate Application). If the Rebate Claim Package is not submitted by Customer prior to the reservation expiration date identified in the First Reservation Notice, the Rebate Application will be cancelled.

Customer's Dealer and Installer must complete the Installation Certification and sign below.

_____ (“Dealer”) acknowledges that it sold
Dealer

_____ (“Customer”) a solar thermal system
Customer Name

(“Solar Thermal System”), which was installed by _____ (“Installer”)
Installer

on the property located at _____
Physical Address

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INSTALLATION CERTIFICATION (CONT.)

By signing below, the Dealer and Installer each certify and warrant to Customer and Southwest Gas that the following information related to the Solar Thermal System is true and accurate to the best of their knowledge:

- The Installer is a Nevada Smarter Greener Better Solar Water Heating Program Participating 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 certification or an OG-100 certification that meets the equipment eligibility requirements set forth in the Terms and Conditions;
- Installer installed the solar thermal system in accordance with all applicable manufacturer’s specifications, local codes and regulations, OG-300 standards, and Southwest Gas Nevada Smarter Greener Better Solar Water Heating Program requirements;
- Installer agrees that no material differences exist between the solar thermal system submitted in Section 1 - Rebate Reservation, and the solar thermal system that was actually installed;
- Installer provided a Statement of Performance (“Statement”) to Customer that provides the expected energy savings from the solar thermal system and outlines variables that will affect the solar thermal system performance, including, but not limited to, general weather patterns, specific site conditions, energy use patterns, and other conditions not subject to the control of the system Dealer or Installer;
- 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 to Customer 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 ten (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 five (5) years that covers each new tank of the solar thermal system; and
- Equipment has a workmanship warranty of at least two (2) years that covers the installation of the solar thermal system, including labor and materials.

DEALER:

INSTALLER:

Dealer Signature

Installer Signature

Dealer Printed Name

Installer Printed Name

Dealer Title

Installer Title

Completed Installation Date

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PAYMENT RELEASE INFORMATION

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

I AM AUTHORIZING PAYMENT OF THE REBATE 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 AND TERMS AND CONDITIONS. I ALSO ACKNOWLEDGE THAT MY ASSIGNMENT OF ANY APPLICABLE REBATE TO ANOTHER PARTY MAY NOT AFFECT MY TAX LIABILITY FOR ANY REBATE PAID BY THE PROGRAM.

Please note: Requests for payment release must be signed in ink by an authorized representative of Customer.

<i>Authorized by (Please print)</i>	<i>Signature</i>	<i>Date</i>		
Check should be made payable to:				
<i>Payee Name</i> ⁶	()			
<i>Payee Phone Number</i>				
<i>Payee Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i>

⁶ Customer may designate a third party to receive the rebate payment.

CUSTOMER SIGNATURE

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

- All information provided to Southwest Gas by Customer is true and correct and I will notify Southwest Gas immediately of any changes to the information;
- The equipment has been installed and accepted by Customer; the equipment is operational at the installation address provided; Customer has complied with all federal, state, and local codes and regulations and Program terms.
- Customer acknowledges that any changes to or failure to comply with the pre-approved terms contained in the First Reservation Notice, or submission of the Rebate Claim Form after the reservation expiration date, may result in a recalculation of the reserved rebate amount or rejection of the Rebate Application.
- If the Payment Release Information has been completed, I am authorizing this rebate payment to be issued to the third-party named in the Payment Release Information section and I understand that I will not be receiving a rebate payment from Southwest Gas.
- Any Authorized Applicant signing on behalf of Customer has the authority to authorize payment to the third party identified in the Payment Release Information section, above.

<i>Customer Representative Signature</i>	<i>Date</i>
<i>Printed Name (first and last)</i>	<i>Title (if applicable)</i>
<i>Customer Business Name (Customer/Applicant)</i>	

**NEVADA SMARTER GREENER BETTER®
SOLAR WATER HEATING PROGRAM REBATE APPLICATION**

REQUIRED ATTACHMENTS

Please include the following attachment(s) with your applicaton.

Attachment	Residential	Small Business	School/Public and Other Property
1. 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 of purchase	N/A	N/A	<input type="checkbox"/>
2. A copy of the building permit(s) and city clearance(s) issued	N/A	N/A	<input type="checkbox"/>