



# COMMERCIAL FOOD SERVICE EQUIPMENT REBATE AGREEMENT

For more information contact your Avista account executive or  
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## COMMERCIAL FOOD SERVICE EQUIPMENT REBATE AGREEMENT IDAHO / WASHINGTON

_____ BUSINESS NAME	_____ AVISTA ACCOUNT NUMBER	_____ BUSINESS PHONE
_____ CONTACT NAME	_____ EMAIL	_____ INSTALLATION DATE
_____ MAILING ADDRESS	_____ CITY	_____ STATE
_____ PROJECT SITE ADDRESS	_____ CITY	_____ STATE
	_____ ZIP	_____ ZIP

DID YOU BUY THE EQUIPMENT TO REPLACE EXISTING EQUIPMENT?  YES  NO      IF YES, WAS THE OLD EQUIPMENT FUNCTIONING PROPERLY?  YES  NO

### TERMS & CONDITIONS

*additional Terms & Conditions listed on back*

**REBATE OFFER:** Rebates are available for the installation of equipment listed on the Commercial Food Service Equipment Table. Electric rebates are available for commercial facilities with electric service provided by Avista Utilities. Natural gas rebates are available for commercial facilities that receive retail gas from Avista Utilities. Details of this program, including rebate levels, are subject to change without prior notice.

**PROOF OF PURCHASE:** Copies of invoice(s) itemizing the new equipment purchased and labor charges, if applicable, must accompany this Agreement. Invoices must correspond with the project being submitted with this Agreement and include the date of purchase. Manufacturer and model number of purchased equipment must be included on the invoice or a separate manufacturer specification sheet can be included. Rebate agreement must be returned within 90 days of installation.

**PAYMENT:** Equipment must be purchased and installed before payment can be issued. Rebate payments will

not exceed invoiced cost. Rebates are not valid in combination with any other Avista incentives/rebates. Allow 4-6 weeks for processing and payment of rebate.

**EQUIPMENT ELIGIBILITY:** See Commercial Food Service Equipment Table for equipment eligibility specifications. Eligibility for equipment improvements not listed in the Food Service Equipment Table must be handled on a site-specific basis. Contact your Avista representative before purchasing the equipment.

**VERIFICATION:** Avista reserves the right to verify installations anytime before or after payment is issued.

### NEW EQUIPMENT PURCHASED AND INSTALLED

*(refer to Equipment Table for eligibility)*

_____ AVISTA PRODUCT CODE	_____ MANUFACTURER	_____ MODEL #	UNIT MEASURE = EACH, HP, KCFM, ETC.	_____ # OF UNITS	_____ REBATE/UNIT	<b>X</b>	_____ REBATE TOTAL	=	_____
_____ AVISTA PRODUCT CODE	_____ MANUFACTURER	_____ MODEL #	UNIT MEASURE = EACH, HP, KCFM, ETC.	_____ # OF UNITS	_____ REBATE/UNIT	<b>X</b>	_____ REBATE TOTAL	=	_____
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_____ AVISTA PRODUCT CODE	_____ MANUFACTURER	_____ MODEL #	UNIT MEASURE = EACH, HP, KCFM, ETC.	_____ # OF UNITS	_____ REBATE/UNIT	<b>X</b>	_____ REBATE TOTAL	=	_____

### PLEASE FILL OUT IF YOU'RE REQUESTING A DISHWASHER REBATE

Type of Booster Heater  Natural Gas  Electric

I certify that I meet the eligibility requirements of this program and that all statements made on this Agreement, including invoices and/or receipts, are correct to the best of my knowledge. I agree to the terms and conditions set forth in this Agreement.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

FEDERAL TAX \_\_\_\_\_

## Equipment Table

Carefully read the specifications below to determine that you are installing a qualifying product(s). All information must be completed on the Food Service Equipment Rebate Agreement to receive rebates.

### COMMERCIAL FRYER (NATURAL GAS)

The commercial fryer must meet ENERGY STAR® specifications for energy efficiency or must have a tested heavy load cooking energy efficiency of  $\geq 50\%$  utilizing ASTM Standard F1361. ENERGY STAR product lists can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$500/Each	F100

### COMMERCIAL FRYER (ELECTRIC)

The commercial fryer must meet ENERGY STAR specifications for energy efficiency or must have a tested heavy load cooking energy efficiency of  $\geq 80\%$  utilizing ASTM Standard F1361. ENERGY STAR product lists can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$150/Each	F200

### COMMERCIAL STEAM COOKER (NATURAL GAS)

The commercial steam cooker must meet ENERGY STAR specifications for energy efficiency or must have a tested heavy load potato cooking energy efficiency of  $\geq 38\%$  utilizing ASTM Standard F1484. ENERGY STAR product lists can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$500/Each	3 Pan Steam Cooker F300
\$540/Each	4 Pan Steam Cooker F301
\$590/Each	5 Pan Steam Cooker F302
\$630/Each	6 Pan Steam Cooker F303

### COMMERCIAL STEAM COOKER (ELECTRIC)

The commercial steam cooker must meet ENERGY STAR specifications for energy efficiency or must have a tested heavy load potato cooking energy efficiency of  $\geq 50\%$  utilizing ASTM Standard F1484. ENERGY STAR product lists can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$450/Each	3 Pan Steam Cooker F400
\$570/Each	4 Pan Steam Cooker F401
\$640/Each	5 Pan Steam Cooker F402
\$720/Each	6 Pan Steam Cooker F403

### HOT FOOD HOLDING CABINETS (ELECTRIC)

The hot food holding cabinets must meet ENERGY STAR specifications for energy efficiency. ENERGY STAR product lists can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$300/Each	Electric Hot Food Holding Cabinet 9 ft <sup>3</sup> to 12 ft <sup>3</sup> F500
\$400/Each	Electric Hot Food Holding Cabinet >12 ft <sup>3</sup> to 18 ft <sup>3</sup> F501
\$500/Each	Electric Hot Food Holding Cabinet >18 ft <sup>3</sup> F502

### COMMERCIAL SOLID DOOR & GLASS DOOR REFRIGERATORS

The refrigeration system must be built-in (packaged). Cases with remote refrigeration systems do not qualify. ENERGY STAR product lists for qualifying commercial refrigerators can be found at [www.energystar.gov](http://www.energystar.gov). Consortium for Energy Efficiency (CEE) or at [www.cee1.org](http://www.cee1.org).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
\$50/Each	ENERGY STAR Refrigerator, Solid 1 Door F600
\$70/Each	ENERGY STAR Refrigerator, Solid 2 Door F601
\$90/Each	ENERGY STAR Refrigerator, Solid 3 Door F602
\$50/Each	ENERGY STAR Refrigerator, Glass 1 Door F603
\$80/Each	ENERGY STAR Refrigerator, Glass 2 Door F604
\$100/Each	ENERGY STAR Refrigerator, Glass 3 Door F605



## Equipment Table

### COMMERCIAL SOLID DOOR FREEZERS

The refrigeration system must be built-in (packaged). Cases with remote refrigeration systems do not qualify. ENERGY STAR product lists for qualifying commercial freezers can be found at [www.energystar.gov](http://www.energystar.gov). Consortium for Energy Efficiency (CEE) or at [www.cee1.org](http://www.cee1.org).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$70/Each</b> ENERGY STAR Freezer, Solid 1 Door	F650
<b>\$110/Each</b> ENERGY STAR Freezer, Solid 2 Door	F651
<b>\$140/Each</b> ENERGY STAR Freezer, Solid 3 Door	F652

### VENT HOOD CONTROLS

This rebate applies toward the purchase and installation of a new commercial kitchen exhaust hood control system installed in a dedicated commercial kitchen exhaust hood and make-up air system. If the vent hood has a dedicated make-up air unit (MAU) then the MAU fan must also be controlled to receive rebate. In this case, rebates are available for vent hood controls as well as for the installation of a VFD on the make-up air unit.

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$ 650/kCFM</b> Vent Hood Variable Speed Control with Natural Gas Space Heat	F700
<b>\$ 650/kCFM</b> Vent Hood Variable Speed Control with Electric Space Heat	F701
<b>\$ 650/kCFM</b> Combined Variable Speed Control of Vent Hood Make-Up Air Unit and Vent Hood Variable Speed Control with Natural Gas Space Heat	F703
<b>\$ 130/hp</b>	
<b>\$ 650/kCFM</b> Combined Variable Speed Control of Vent Hood Make-Up Air Unit and Vent Hood Variable Speed Control with Electric Space Heat	F704
<b>\$ 130/hp</b>	

### COMMERCIAL CONVECTION OVEN (NATURAL GAS)

The tested oven must meet or exceed heavy load potato cooking energy efficiency of  $\geq 44\%$  utilizing ASTM Standard F1496. A list of qualifying convection ovens can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$500/Each</b>	F800

### COMMERCIAL CONVECTION OVEN (ELECTRIC)

The tested oven must meet or exceed heavy load potato cooking energy efficiency of  $\geq 70\%$  utilizing ASTM Standard F1496. A list of qualifying convection ovens can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$400/Each</b>	F801

### COMMERCIAL COMBINATION OVEN (NATURAL GAS)

The tested oven must meet or exceed heavy load cooking energy efficiency of  $\geq 40\%$  utilizing ASTM Standard F1639. A list of qualifying combination ovens can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$1000/Each</b>	F802

### COMMERCIAL COMBINATION OVEN (ELECTRIC)

The tested oven must meet or exceed heavy load cooking energy efficiency of  $\geq 60\%$  utilizing ASTM Standard F1639. A list of qualifying combination ovens can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE	AVISTA PRODUCT CODE
<b>\$1000/Each</b>	F803



## Equipment Table

### COMMERCIAL RACK OVEN (NATURAL GAS)

The tested rack oven must meet or exceed baking energy efficiency of  $\geq 50\%$  utilizing ASTM Standard F2093. A list of qualifying rack ovens can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$1000	Single Oven	F804
\$2000	Double Oven	F805

### COMMERCIAL GRIDDLE (NATURAL GAS)

The tested griddle must meet or exceed heavy load cooking efficiency of  $\geq 40\%$  utilizing ASTM Standard F1275. A list of qualifying griddles can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$250/Each		F900

### COMMERCIAL GRIDDLE (ELECTRIC)

The tested griddle must meet or exceed heavy load cooking efficiency of  $\geq 70\%$  utilizing ASTM Standard F1275. A list of qualifying griddles can be found at [www.avistautilities.com](http://www.avistautilities.com).

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$250/Each		F901

### COMMERCIAL DISHWASHERS

Qualifying dishwashers must meet ENERGY STAR specifications. Commercial dishwashers that have earned the ENERGY STAR are on average 25 percent more energy-efficient and 25 percent more water-efficient than standard models. A list of qualifying ENERGY STAR dishwashers can be found at [www.energystar.gov](http://www.energystar.gov).

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$250/Each	Undercounter Hgh Temp	F1300
\$1000/Each	Single Tank Door Type High or Low Temp	F1301
\$1500/Each	Single Tank Conveyor High or Low Temp	F1302
\$2000/Each	Multi Tank Conveyor High or Low Temp	F1303

### COMMERCIAL ICE MACHINES

Qualifying ice machines must be ENERGY STAR (or equivalent CEE Tier 2) or CEE Tier 3. Air-cooled machines (self-contained, ice making heads or remote condensing) are eligible. Water-cooled machines are eligible if they are installed on a closed loop or remote evaporative condenser system. The test method must be in accordance with the Air Conditioning and Refrigeration Institute (ARI) Standard 810. To qualify, the entire ARI tested ice making system must be purchased. Remote machines must be purchased with qualifying remote condenser or remote condenser/compressor units. ENERGY STAR product lists for qualifying ice machines can be found at [www.energystar.gov](http://www.energystar.gov). Consortium for Energy Efficiency (CEE) Tier 3 product lists for qualifying ice makers can be found at [www.cee1.org](http://www.cee1.org).

#### ENERGY STAR® OR CEE TIER 2 ICE MACHINES

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$100/Each	101-200 lbs/day capacity	F1000
\$125/Each	201-300 lbs/day capacity	F1001
\$125/Each	301-400 lbs/day capacity	F1002
\$125/Each	401-500 lbs/day capacity	F1003
\$125/Each	501-1000 lbs/day capacity	F1004
\$200/Each	1001-1500 lbs/day capacity	F1005
\$380/Each	Over 1500 lbs/day capacity	F1006

#### SUPER EFFICIENT CEE TIER 3 ICE MACHINES

REBATE/UNIT MEASURE		AVISTA PRODUCT CODE
\$200/Each	101-200 lbs/day capacity	F1100
\$200/Each	201-300 lbs/day capacity	F1101
\$200/Each	301-400 lbs/day capacity	F1102
\$200/Each	401-500 lbs/day capacity	F1103
\$200/Each	501-1000 lbs/day capacity	F1104
\$300/Each	1001-1500 lbs/day capacity	F1105
\$500/Each	Over 1500 lbs/day capacity	F1106



# ADDITIONAL TERMS AND CONDITIONS FOR ENERGY EFFICIENCY SERVICES

This Agreement, pursuant to Tariff Schedules 90 (electric) and 190 (natural gas) (the "Tariffs") on file with the Washington and Idaho Commissions, for acquisition of electric and natural gas energy resource savings through improvements in the efficiency of electric and natural gas equipment owned and operated by Customer, is entered into between Avista and the "Customer" specified on the front of this Agreement. Customer is replacing or improving existing equipment currently in use at its facility located at the Site Address specified on the front of this Agreement ("Facility"), with the energy efficiency equipment ("Equipment") specified on the front of this Agreement. Therefore Avista and Customer agree as follows:

- 1. Term of Agreement.** This Agreement will become effective on the date written on the front of this Agreement, and remain in effect for a term of: (i) one year if Customer's Energy Efficiency Payment ("Payment") is less than \$50,000, or (ii) five years if Customer's Payment is greater than \$50,000, commencing on the date installation of the Equipment has been completed.
- 2. Equipment Selection, Operation and Maintenance.** The selection, purchase and installation of the Equipment will be the sole responsibility of the Customer. Customer acknowledges that Avista's evaluation of the Equipment is for the sole purpose of determining Customer's eligibility for Avista's Energy Efficiency Program ("Program"). AVISTA MAKES NO (AND HEREBY DISCLAIMS ANY AND ALL) IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED FOR THE INSTALLATION OF THE EQUIPMENT ON CUSTOMER'S SITE, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Any required maintenance, repair or replacement of the Equipment will be the sole responsibility of and at the expense of the Customer. In the event any of the Equipment becomes defective or fails to operate properly, Customer shall repair the Equipment in such a manner as to maintain or exceed its original energy efficiency rating or to replace such Equipment with Equipment that has equal or higher efficiency ratings.
- 3. Installation and Payment.** Customer will be responsible for installing and maintaining the Equipment. Upon completion of the installation of the Equipment, Customer shall provide documentation, acceptable to Avista, of the purchase and installation costs of such Equipment. Avista may, during reasonable hours, inspect the Equipment to verify installation. Avista will pay Customer the Payment specified on the front of this Agreement. The method of disbursement of the Payment will be as agreed to by the parties and may include, without limitation, multiple cash payments over a period of time, or offsets to Customer's energy bills. Customer shall be responsible for payment of any federal, state or local income and corporate tax liability associated with Customer's receipt of a Payment. This Agreement applies to only the Facility and Equipment specified on the front of this Agreement. In the event Customer requests additional projects, a new Application must be submitted.
- 4. Inspection of Facilities.** Avista may, at its option, during reasonable hours, inspect the Equipment following installation for the sole purpose of verifying installation and Customer's compliance with its performance obligations under this Agreement. Avista shall also have the right, at its expense and option, to install and maintain sub-metering equipment, and Customer shall provide Avista with reasonable access to sub-metering devices for meter reading purposes. This provision does not impose upon Avista any obligation to perform any inspection, and is not intended to substitute for, or relieve Customer of any responsibility or duty relating to the purchase, design, installation, operation or maintenance of the Equipment.
- 5. Compliance with Laws.** Customer certifies that it, its agents and employees, and any subcontractor(s) it may retain to install or maintain the Equipment, are familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to the installation, maintenance, operation and use of the Equipment.
- 6. Release of Customer Information.** Customer authorizes Avista to provide information related to the electric and/or gas service at Customer's Facility including, but not limited to, Customer contact name and phone number, service address, pertinent usage history, incentive information (when requested), and applicable current rate schedule rates (collectively, "Customer Information") to authorized entities who have a need for such Customer Information to verify, without limitation, Avista's compliance with federal and state Energy Efficiency standards and energy savings related to Measures installed at Customer's Facility.
- 7. Disclaimer and Indemnity.** Customer acknowledges that it is voluntarily participating in this Program; that Avista is providing funding and analysis, only; and that Avista assumes no liability for Customer's decision to enter into this Agreement for the Equipment selected by Customer, any third parties selected by Customer to install such Equipment, or any disputes arising out of repair or replacement of the Equipment. Furthermore, as part of the consideration for this Agreement, Customer releases and shall indemnify and defend Avista, together with all of Avista's agents and employees, from any claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations of same, arising as a result of this Agreement except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees), or allegations of same, arise as a result of Avista's sole negligence.
- 8. Energy Efficiency Payment Reimbursement.** In the event that, during the term of this Agreement, Customer closes its business, discontinues purchasing electric distribution services from Avista in such a manner as to forfeit eligibility for the Program in conformance with the provisions of Avista's Tariffs, or fails to properly maintain or replace the Equipment as set forth in this Agreement, and Customer's Payment is greater than \$50,000, Customer shall reimburse Avista for a pro-rated portion of the Payment based on that portion of the Payment that will not be recovered by Avista because of Customer's failure to provide the anticipated energy savings applicable under this Agreement, unless Assignment, as specified in Section 9 below, has been made with the prior written approval of Avista.
- 9. Disposal of Existing Equipment.** All equipment and materials removed and/or replaced must be, at Customer's expense, permanently disabled, sold for scrap, and/or removed from the Facility and destroyed. Customer assumes all responsibility to dispose of all equipment and material removed in accordance with applicable law.
- 10. Assignment.** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties. No assignment or transfer by either party shall be made without the prior written approval of the other party, except for a transfer to a parent, subsidiary, or affiliate of such party, and such approval shall not be unreasonably withheld.
- 11. Governing Law and Venue.** This Agreement will be construed and interpreted in accordance with the laws of the State of Washington or the State of Idaho, depending upon the Site Address specified on the front of this Agreement, excluding any choice of law rules which may direct the application of laws of another jurisdiction. Any action at law or in equity to enforce the terms of this Agreement will be brought in a court of competent jurisdiction where Customer's Facility is located.
- 12. Attorney's Fees.** If any action is brought to enforce this Agreement, the prevailing party in such action will be entitled to, in addition to any other relief, an award of reasonable attorney's fees and costs incurred in such action.
- 13. Amendment and Waiver.** This Agreement contains all of the terms and conditions bearing upon the subject matter and may not be modified or varied except by written agreement executed by the parties. If, at any time, the terms of this Agreement are not strictly adhered to or enforced, such requirements will not thereby be deemed waived or modified, but will at all subsequent times and dates be deemed in full force and effect.
- 14. Entirety of Agreement.** This Agreement: (i) is the entire agreement between Avista and the Owner concerning its subject matter; (ii) supersedes all prior agreements and understandings between Avista and Owner, whether or not written; and (iii) is not intended to confer upon any person other than Avista and Owner any rights or remedies under the Agreement.

