

Oregon High Efficiency Equipment Rebates - Residential

Fill out each section that applies. Incomplete forms cannot be processed. Allow 90 days for processing.
Include a copy of your final invoice(s) and mail to: EP Rebates, Avista, PO Box 1709, Medford, OR 97501

NAME _____ AVISTA ACCOUNT # _____ (_____) _____ (_____) _____
HOME PHONE WORK PHONE

SERVICE ADDRESS _____ CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

CHECK ALL THAT APPLY:

- This is a new natural gas service. This is an existing natural gas service. This is new construction.
 I am the home owner. I am the landlord. I am the builder.

PLEASE FILL IN THE INFORMATION FOR THE REBATE YOU ARE REQUESTING. CHECK ALL THAT APPLY:

Who did you purchase this equipment from? _____ (_____) _____
DEALER NAME PHONE #

High Efficiency Forced Air Furnace | **Replaced an existing gas furnace**

MANUFACTURER _____ MODEL # _____ INSTALL DATE _____ \$ _____ COST (Include install) _____ AFUE _____ %

The AFUE (Annual Fuel Utilization Efficiency) must be 90% or higher to qualify for the \$200 rebate. If you install a qualifying high efficiency water heater within 30 days of the furnace install, you qualify for an **additional \$100** rebate. Rating must be listed in GAMA. See back for additional details.

High Efficiency Direct Vent Space Heater | **Replaced an existing gas space heater**

MANUFACTURER _____ MODEL # _____ INSTALL DATE _____ \$ _____ COST (Include install) _____ AFUE _____ %

The AFUE (Annual Fuel Utilization Efficiency) must be 80% or higher to qualify for the \$150 rebate. If you install a qualifying high efficiency water heater within 30 days of the furnace install, you qualify for an **additional \$100** rebate. Rating must be listed in GAMA. See back for additional details.

High Efficiency Water Heater **40 gallon** **50 gallon** **Tankless** | **Replaced an existing gas water heater**

MANUFACTURER _____ MODEL # _____ INSTALL DATE _____ \$ _____ COST (Include install) _____ EF / AFUE _____ (%)

The EF (Energy Factor) must be 0.62 or higher for the 40 gallon water heater and 0.60 or higher for the 50 gallon water heater to qualify for the \$50 rebate. The AFUE (Annual Fuel Utilization Efficiency) for the tankless water heater must be 80% or higher to qualify for the \$200 rebate. If you install a qualifying high efficiency forced air furnace or a high efficiency direct vent space heater within 30 days of the water heater install, you qualify for an **additional \$100** rebate. Rating must be listed in GAMA. See back for additional details.

Programmable Thermostat

MANUFACTURER _____ MODEL # _____ INSTALL DATE _____ \$ _____ COST (Include install) _____

Must have either 7-day or 5-day/2-day programming along with a change/check filter reminder to qualify for up to \$50. Natural gas must be your main source of heat. See back for additional details.

Chimney Damper

MANUFACTURER _____ MODEL # _____ INSTALL DATE _____ \$ _____ COST (Include install) _____

Only applies to roof top dampers on an open wood burning fireplace. No other combustion devices can utilize the chimney. Must be installed by a licensed contractor to qualify for the \$100 rebate. Natural gas must be your main source of heat. See back for additional details.

I hereby request a rebate for the above listed work. Attached is a copy of the final invoice(s). I have read the rebate agreement and additional conditions on the back of this form and agree to the conditions for participation in this program. I also understand that AVISTA will make the final determination of any rebate that I will receive. **Program subject to change or cancel without notice. Please allow 90 days for processing.** Mail to: EP Rebates, Avista, PO Box 1709, Medford, OR 97501

- Send the rebate to my mailing address. Credit the rebate to my Avista account. Send the rebate to the dealer or plumber.

Customer Signature _____ Date _____ 4/09

Program Eligibility and Guidelines

The following rebates are available for Avista residential customers. To qualify, the Annual Fuel Utilization Efficiency (AFUE) and Energy Factor (EF) ratings must be listed in the Consumers Directory of Certified Efficiency Ratings (CDCER) as published by Gas Appliance Manufacturers Association (GAMA). Rebates cannot exceed the actual measure cost. **Offer for High Efficiency Direct Vent Wall Heater, Tankless Water Heater, Programmable Thermostat and Chimney Damper valid on equipment purchased after 5/1/2007. Offer for High Efficiency Forced Air Furnace and High Efficiency 40 or 50 gallon Water Heater valid on equipment purchased after 6/18/2001.** Contact your local contractor or Avista for models that qualify.

Please allow 90 days for your request to be processed.

ADDITIONAL TERMS AND CONDITIONS FOR ENERGY EFFICIENCY SERVICES

This Agreement, pursuant to tariff Schedule 490 on file with the Oregon Public Utilities Commission, is entered into by and between Avista Corporation dba Avista, ("Avista"), and: "Customer" for the installation of the "Energy Efficiency equipment" ("Equipment") at Customer's facilities ("Facilities") located at the "Site Address", all of which as specified on the front of this Agreement. Now, therefore, in consideration of the covenants and agreements herein contained, it is agreed:

- 1. Term of Agreement.** This Agreement shall become effective on the date written on the front of this Agreement, and shall remain in effect for a term of one year.
- 2. Equipment Selection, Operation and Maintenance.** The selection, purchase, system design and installation of the Equipment shall be the sole responsibility of Customer. It is understood and agreed that Avista's evaluation of the Equipment is for the sole purpose of determining Customer's eligibility for Avista's Energy Efficiency programs and services. 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 shall be the sole responsibility of, and at the expense of Customer. In the event any of the Equipment becomes defective or fails to operate properly, Customer agrees to 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 shall install the Equipment and provide documentation, acceptable to Avista, of the purchase and installation costs of such Equipment. Avista shall pay Customer the authorized Incentive Payment specified on the front of this Agreement. The method of disbursement of the Incentive Payment shall be at Avista's sole discretion, which may include, but not be limited to, cash payments 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 Avista's Incentive Payment and shall indemnify, defend and hold harmless Avista with respect thereto. This Agreement applies to only the Equipment and location(s) specified on the front of this Agreement. Should additional projects be requested, 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 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 furnish Avista with reasonable access to sub-metering devices for meter reading purposes. This provision shall 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 represents and warrants that Customer, its agents and employees, and any sub-contractor 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. Disclaimer and Indemnity.** Customer acknowledges and agrees 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 installed. Furthermore, as part of the consideration for this Agreement, Customer hereby releases and shall indemnify, hold harmless and defend Avista, together with any and all of Avista's agents and employees, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in anyway connected with any act, omission, fault or negligence of Customer or any third party selected by Customer to install the Equipment, except to the extent that any such claims, losses, etc., arise as a result of Avista's negligence or willful misconduct.
- 7. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, excluding any choice of law rules which may direct the application of laws of another jurisdiction.
- 8. Attorney's Fees.** If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled, in addition to any other relief, to an award of reasonable attorney's fees and costs incurred in such action.
- 9. Amendment and Waiver.** This Agreement contains all of the terms and conditions bearing upon the subject matter hereof and shall not be modified or varied except by written amendment to this Agreement, executed by each of the parties hereto. If, at any time, the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and dates be deemed in full force and effect.