

Program Overview

Eligibility

The EnergySmart Grocer Program ("Program") is restricted to grocery stores, convenience stores, and supermarkets operating in Avista Utilities service area. Electric customers are eligible for rebates for electric efficiency measures; gas customers are eligible for gas efficiency measures.

Before making any upgrades to your store please contact the Program at **800-230-9420**.

The Program will document your store's pre-existing conditions, calculate project savings, explain Equipment Terms and Conditions to you and your contractor, and assist in qualifying your project for rebates. Please note there may be ways to achieve project energy savings that are not defined in the program's terms and conditions. If you have a proposal that doesn't meet the exact Equipment Terms and Conditions, but you believe offers the same or greater energy savings, please contact the Program at the number above.

How to apply

1. Contact the Program to confirm eligibility and pre-qualify your project.
2. Complete and sign the Rebate Application including: Customer Information; Check Payable to; and Signature for Rebates sections.
3. Your contractor or Account Manager will fill out the Incentive Worksheet, showing the units installed and calculating the total incentive.
4. Attach the itemized invoice(s) for the units installed. Be sure that the **make and model number** of each item appears on the invoice.
5. Email, fax or mail the Rebate Application, Incentive Worksheet, and Invoice to:

Email: energysmartonline@clearesult.com

Fax: (503)914-1675

Or

Avista EnergySmart Grocer Program

100 SW Main St, Ste 1500

Portland, OR 97204

The program will verify installation and issue a rebate check within three weeks of receipt of a completed application and project invoices for approved measure(s).

Program Requirements

Avista Utilities ("Avista") offers Rebates through the EnergySmart Grocer Program ("Program") for the installation of energy efficient equipment. The Rebate Application ("Application") is intended to guide you through the steps necessary to receive a rebate from the Program. The Program is administrated by CLEAResult.

1. Eligibility: Customer must be a current Avista customer. Customer must agree to be bound by the terms and conditions of this Application.
2. CLEAResult reserves the right to modify or terminate the Program at any time without liability to Customer for damages or compensation of any kind. Rebates are paid in the order received and Customer acknowledges that Rebates may be cancelled if funds are depleted. Rebates greater than \$600 will be reported to the IRS on Form 1099. Customer is responsible for any taxes or fees assessed on Rebates.
3. Customer is prohibited from receiving a rebate if Customer received a separate rebate for the same equipment from Avista.
4. Customer agrees to indemnify and release CLEAResult, Avista, and their affiliates, officers and employees from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, (2) injury to property of Customer, (3) violation of any applicable laws, statutes or ordinances, or (4) any act omission or negligence of installing contractor.
5. Customer will allow, if requested, a representative from CLEAResult, Avista, or any authorized third party reasonable access to Customer's property for inspections, including but not limited to: (a) post-installation equipment inspection to check implemented measures and to verify compliance with the Program requirements; and (b) post-operation inspection to verify energy savings of the measures after a period of operation; and (c) inspection for any other reason. Customer also consents to CLEAResult's use of Customer's name, Program services, and resulting energy savings in reports or other documentation.
6. Customer agrees to refund Avista a prorated portion of any Rebate if Customer does not leave the measure installed for the total Measure Life or if Customer ceases to be an Avista customer.
7. Customer will obtain the approval of the property owner where the measure is to be installed prior to installation if Customer is not the owner.
8. Customer and CLEAResult shall comply with all applicable laws at all times. It is Customer's responsibility to obtain all licenses, permits or other approvals required for installation of products or measures under the Program. Customer is solely responsible for proper disposal of any and all removed products.
9. Customer is solely responsible for the economic and technical feasibility, operational capability and reliability of Customer's installations, products and solutions. CLEAResult and Avista make no representation or warranty and assume no liability with respect to services of any contractor, quality, safety, performance or other aspect of any design, system or appliance installed pursuant to the Program or this Application and expressly disclaim any such representation, warranty or liability. Under no circumstances shall CLEAResult or Avista be liable for any monetary damages related to the Program including any action or inaction of installing contractor's performing work under the Program. All projected savings are intended to be estimates and CLEAResult and Avista do not guarantee any level of savings.

Customer Information

The following information ensures that EnergySmart Grocer can deliver rebates to you or your contractor without delay. Application and itemized invoices must be received by the EnergySmart Grocer program no later than 12/1/2017.

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| 9 Digit Taxpayer ID Number: | | Tax Status: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Profit/School/Govt | |
| Name of Facility: | | Contact Person, Title: | |
| Telephone: | Fax: | Email: | |
| Installation Street Address (<i>physical location</i>): | | City: | State: Zip: |

Signature for Rebates

I certify that the information on this application is true and correct, and I am authorized to enter into this agreement.

I have read and understand the Rebate Application including the Program Overview and Program Requirements set forth in this application, as well as the Program's Equipment Terms and Conditions and I agree to abide by those requirements.

All customer information will be kept confidential and will not be distributed outside of the EnergySmart Program, participating contractors, or Avista Utilities.

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| Customer Signature: <i>Signature Required</i> → | Date: |
| Customer Name (<i>printed</i>): | |