



## SECTION 2

### Trade Ally Information

Trade ally business name

Mailing address

City

Technician's name

Daytime phone number

### Product and Installation Information

CAC

Gas Furnace  
(95% AFUE)

Date work initiated

Date work completed

#### Outdoor condenser unit

Manufacturer

Model number

Serial number

#### Indoor coil unit

Manufacturer

Model number

Serial number

#### Gas Furnace

Manufacturer

Model number

Serial number

### Homeowner's Acceptance of Terms

I hereby certify that all information is accurate including claims of customer and equipment information. I confirm that the improvements I installed were not required by code. I understand that information related to the completeness of my application may be shared with contractors. I also understand that the status of my application may be shared with third parties on an aggregated basis. I have read all terms and conditions and acknowledge that Rocky Mountain Power may verify all the information provided. Incentive checks are paid to the Rocky Mountain Power account holder. Customers are responsible for payment to contractors.



Customer signature

Date

### Resources

**Get your Rocky Mountain Power account number:** rockymountainpower.net or 1-888-221-7070

**IRS W-9 forms** (for businesses and non-individual customers, including landlords, applying for incentives): [irs.gov/pub/irs-pdf/fw9.pdf](https://irs.gov/pub/irs-pdf/fw9.pdf)

**Third Party Payment Addendum** (only for homeowners and other third-party entities not listed on account): [rockymountainpower.net/ut-addendum](https://rockymountainpower.net/ut-addendum)

**Incentive status:** Please allow six weeks plus mail service time for delivery. You can reach us at 1-800-222-4335, M-F, 8 a.m. to 5 p.m. (MST).

Send completed application by email or mail:

[wattsmartmidstreamhvac@nexant.com](mailto:wattsmartmidstreamhvac@nexant.com)

**wattsmart Homes**  
Heating & Cooling Instant Incentives  
2223 S. Highland Drive #E6-333  
Salt Lake City, UT 84106

### Terms & Conditions

Rocky Mountain Power offers incentives through a variety of programs that focus on energy-efficient products. When you (the "Customer") participate in these programs, you can save energy and money while reducing your impact on the environment. This application ("Incentive Application") is intended to guide you through the steps necessary to receive an Incentive ("Incentive") under the wattsmart Homes program ("Program"). The program is administrated by Nexant Consulting, Inc., and/or an affiliate thereof ("Nexant"). The program may require engaging a qualified trade ally ("Trade Ally") in order to qualify for Incentives. Customer is responsible for paying for all trade ally services.

**Incentive availability:** Incentives are available on a first-come, first-served basis according to the postmark date on the application. Please reference the program website at [rockymountainpower.net/hes](https://rockymountainpower.net/hes) to determine the current status of incentive availability. All services must be purchased and installed prior to submitting an Incentive Application. Applications must include all information requested. Failure to provide this information may result in delays. If required information is not provided within 42 days of application submittal, the Incentive Application will be denied. Incentive will not exceed purchase price. Additional terms and conditions may apply. Incentives are subject to tariff approval and may change with 45 days of notice. Please visit [rockymountainpower.net/hes](https://rockymountainpower.net/hes) for current program requirements.

**Qualifying customers:** Residential electric customers residing in the state of Utah who purchase their electricity from Rocky Mountain Power on rate schedules 1, 2, or 3 qualify. Landlords who own rental properties served by the company in the state of Utah where the tenant is billed on rate schedules 1, 2, or 3 also qualify for this program.

## Terms & Conditions continued

You can find your rate schedule on your bill, by calling toll free 1-888-221-7070 or by logging in at rockymountainpower.net. Incentive checks will be issued in the name of the customer on the qualifying account. If you are a property owner, landlord, property management company or homeowner association and not listed on the account where qualified equipment was installed or services performed you must submit a completed Third Party Payment Addendum to receive incentive check(s) made payable to you.

**Customer responsibilities:** Customer agrees to indemnify and release Nexant, Rocky Mountain Power, 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 the trade ally.

Customer will allow, if requested, a representative from Nexant, Rocky Mountain Power, 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 Nexant's use of Customer's name, program services, and resulting energy savings in reports or other documentation. 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. Customer agrees that information collected in this application may be used for marketing purposes. In addition, Customer acknowledges that information included in this application may be subject to public records requests as required by law. Customer and Nexant 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.

Customer is solely responsible for the economic and technical feasibility, operational capability and reliability of Customer's installations, products and solutions. Nexant and Rocky Mountain Power make no representation or warranty and assume no liability with respect to services of any trade ally, quality, safety, performance or other aspect of any design, system or appliance installed pursuant to the program or this Incentive Application and expressly disclaim any such representation, warranty or liability. Under no circumstances shall Nexant or Rocky Mountain Power be liable for any monetary damages related to the program including any action or inaction of trade allies performing work under the program. All projected savings are intended to be estimates and Nexant and Rocky Mountain Power do not guarantee any level of savings. The customer hereby transfers to Rocky Mountain Power all environmental attributes ("**Environmental Attributes**") attributable to program qualifying equipment or its operation. Environmental Attributes include any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by the Company's generating facilities through reduced generation of energy or other savings or offsets on account of the qualifying equipment. The customer will not claim ownership of any Environmental Attributes. As long as the customer at the same time states the qualifying equipment was made possible with funding from Rocky Mountain Power, the customer may claim that it is facilitating the production of the Environmental Attributes attributable to the qualifying equipment.

**Jury waiver:** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**Application timeline:** Incentive Application and required documents must be postmarked within 180 days of the service completion date. Incentive checks are issued within 45 days of receipt of the completed and approved Incentive Application. Incentives are not to exceed the purchase price of the equipment or service. Equipment and service work may be inspected for compliance. Incentives are subject to tariff approval and may change with 45 days' notice. Additional terms and conditions may apply.

**Application details:** If your application is selected for inspection, it will not be processed until the review is satisfactorily completed.

Rocky Mountain Power issues incentives in the form of checks not utility bill credits. Rocky Mountain Power is not responsible if your trade ally provides inaccurate information about the amount and/or conditions of the actual incentive and Rocky Mountain Power will not pay incentives for equipment that is mislabeled or misrepresented by trade allies regarding incentive qualifications. Households receiving incentives under the wattsmart Homes program may not receive equipment purchase and installation incentives under other Rocky Mountain Power company programs.

By providing Rocky Mountain Power with your email address you agree that we may send you emails, occasional "breaking news" alerts and promotions from Rocky Mountain Power's wattsmart Homes program. We may also email you occasionally with updates and information about the program. Should we elect to change our privacy policy we will post the changes at rockymountainpower.net/hes. Where the changes are significant, we may also choose to email all our registered users with the new policy details.

Incentive Application must be postmarked within 180 days of the service completion date.