



UTAH

ThermWise® Custom Business Rebates
Simplified Analysis – Pre-Installation Report (PIR) Application

If you conserve, you can save.®

Application Instructions

IMPORTANT: Please read this application carefully. It is the applicant's responsibility to complete the application and submit it with the required supporting documentation. Rebates are only available for Questar Gas® General Service (GS) business customers in the Utah service territory.

- 1. Review Program Manual
2. Complete all the information requested on this Pre-Installation Report (PIR) Application.
3. Sign Acceptance of Terms & Conditions.
4. Include a copy of your most recent Questar Gas monthly bill.
5. Include supporting cost documentation, in the form of quotes, that includes the following information:
6. Submit the completed signed application with all supporting documentation to the address or email below.

Account and Customer Information

Account number* _____ Service-agreement number* _____
*Account and service-agreement numbers are located on your gas bill. Application cannot be processed without both. See example below. If you need information about your Questar Gas Account, please call the Questar Account Information Department at 800-323-5517.
Customer account name _____ Phone () _____
Installation address _____ City _____ State _____ Zip _____
Mailing address _____ City _____ State _____ Zip _____
E-mail address _____ Contact Name _____

I would like to receive your e-newsletter and periodic Program updates.

Federal Tax ID: _____

Business Classification (check one):

- Corporation Partnership Sole Proprietorship/Individual
Limited Liability Co. Other Exempt
Under penalties of perjury, by checking this

box you are confirming the following:

- 1) I am providing a correct tax ID,
2) I am not subject to backup withholding, and
3) I am a US person (including a US Resident Alien).

Account information

The customer (1) account number and (2) service-agreement number can be found on the Questar Gas monthly statement.

Questar Customer Account: 0989805663
Account Summary as of: January 11, 2007
Previous Balance Due - 0.00
Current Charges - Gas Service 110.67
Total Amount Due Upon Receipt \$ 110.67
1% monthly interest (12% annually) charged on balance on or after 02/02/2007.
Service Address: 1234 Questar St. Salt Lake City, UT 84104
Commercial Gas Service
Service Agreement: 0989805443
Comparison Last Year This Year

Acceptance of Terms

I hereby certify that all information is accurate, including claims of customer and equipment information. I have read all terms and conditions and acknowledge that Questar Gas may verify all information provided.

Customer signature _____ Date _____

Mail the completed application to:
ThermWise Business Custom Rebates • P.O. Box 45360 • Salt Lake City, UT 84145-0360
800-867-2044 • ThermWise.com • business@thermwise.com

Incentive Application: Air-to-Air Heat Recovery Installations

Overview and Eligibility

The ThermWise Business Custom Rebates Program is a demand-side management (DSM) opportunity offered by Questar Gas with the goal of obtaining verifiable, cost-effective, and long-term natural gas savings. Program participants submit project proposals for a firm quantity of natural gas reduction through the installation of demand-side management measures. After installation, review and approval by Questar Gas, customers will receive \$1.00 per therm saved up to 50% of the eligible incurred project cost. To be eligible for the Custom Business Rebates program, an Air-to-Air Heat Recovery Installation must not be required by code. Please fill out a separate application for all heat recovery installations on HVAC systems that are of a different type, size, and/or efficiency. All applications must include an equipment cut sheet for the Air-to-Air Heat Exchanger, in addition to the AHRI certificate or available cut sheets for the HVAC system as supplemental documentation.

Project Details

Please confirm that Air-to-Air Heat Recovery is not already required by code (Section 503.2.6 of IECC 2009)			
Project Type:	<input type="checkbox"/> Retrofit	<input type="checkbox"/> New Construction	<input type="checkbox"/> Major Renovation
Climate Zone: (Counties Listed)	<input type="checkbox"/> 3B (Washington county)	<input type="checkbox"/> 6 (Box Elder, Cache, Carbon, Daggett, Duchesne, Morgan, Rich, Summit, Uintah, Wasatch counties)	<input type="checkbox"/> 5 (All other counties not listed to the left)
Nearest Occupancy Schedule:	<input type="checkbox"/> 7a-7p, M-F	<input type="checkbox"/> 8a-10p, 7 days	<input type="checkbox"/> 24 hours per day
	<input type="checkbox"/> Other (list occupancy hours & days):		

HVAC System Inputs

Please fill in the HVAC system details using information from the mechanical schedules:			
Heating Source:	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
System Type:	<input type="checkbox"/> Dedicated Outside Air System (100% OA)	<input type="checkbox"/> Gas Furnace	<input type="checkbox"/> Air Handling Unit with Hot Water Coil (Central Plant)
Quantity*:			
Supply Air Flow (CFM):			
Outside/Exhaust Air Flow (CFM):			
Heating Efficiency Rating:	If Gas: <input type="checkbox"/> _____ %		
Input Heating Capacity (MBH):			
*Please fill out a separate application for all heat recovery installations on HVAC systems that are of a different type, size, and/or efficiency.			

Air-to-Air Heat Recovery Ventilator Inputs

Please fill in the heat recovery details using information from the mechanical schedules and/or equipment cut sheets:	
Sensible Effectiveness (%):	
Latent Effectiveness (%):	
Heat Recovery Ventilator Pressure Loss (in. WC):	
Total Cost of Heat Recovery Ventilator:	
All applications must include an equipment cut sheet and/or the AHRI Certificate for cooling/heating equipment as supplemental documentation.	

Incentive Application: Terms and Conditions

Subject to Questar Gas' approval of the Pre-Installation Report (PIR) Application and acceptance of Applicant's inclusion in the ThermWise Business Custom Rebates Program ("Program") (confirmed via Pre-Installation Report (PIR) Approval Letter sent to Applicant following approval), Applicant's participation in the Program is subject to the following terms and conditions of the Business Custom Rebates Program Agreement ("Agreement"):

1. This Agreement shall be subject to the ThermWise Business Custom Rebates Program Manual ("the Program Manual"), and other than terms defined herein, all defined terms in this Agreement shall be given the meaning set forth in the Program Manual. Applicant agrees that it has reviewed the Program Manual.
2. Applicant acknowledges that its participation in the Program and receipt of any rebate thereunder shall be at Questar Gas' sole discretion. A submission of an Application does not guarantee acceptance into the Program or the receipt of a rebate. At Questar Gas' sole discretion, Applicant is not entitled to any rebate pursuant to the Program absent Questar Gas' review and approval. Questar Gas is under no obligation to approve any particular measure or to offer a rebate for any measure that, in Questar Gas' sole discretion, does not qualify for the Program. Questar Gas is under no obligation to approve any measure or to offer a rebate if Applicant fails to comply with the requirements set forth in this Agreement or the Program Manual, including but not limited to, failure of Applicant to provide the requested information or access, failure to provide timely reports, failure to comply with the schedule or process listed in Section 3.6 of the Program Manual, or failure to complete installation in advance of the expiration of this Agreement. Subject to Questar Gas' sole discretion, Applicant's failure to comply with the Program requirements shall be reason for Applicant's exclusion from the Program, or denial or reduction of rebates to Applicant.
3. Applicant warrants to Questar Gas that all work associated with the implementation and installation of the Eligible Measure(s) will conform to the terms and conditions of this Agreement, its attachments, and any reports submitted pursuant to this Agreement and that the implementation and installation of said Eligible Measure(s) will be carried out by qualified personnel in accordance with the best practices applicable to the work.
4. Applicant understands that Questar Gas make no representations, warranties or guaranties of any kind with respect to the quality, design, manufacture, construction, safety, performance, installation or effectiveness of the Eligible Measure(s). **APPLICANT UNDERSTANDS THAT QUESTAR GAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND NON-INFRINGEMENT.** Responsibility for delivery and workmanship related to any equipment or services the Applicant procures exclusively rests with the contractor or retailer selected by Applicant. Questar Gas does not assume any responsibility for oversight of contractor services, and the Applicant is solely responsible for any decision as to which Eligible Measure(s). Questar Gas does not guarantee that installation and operation of the Eligible Measure(s) will result in reduced energy usage or cost savings.
5. Applicant, at its own expense, is responsible for meeting all requirements and complying with all state/county/city governments, property owner and/or homeowners' association requirements (if any) in Applicant's area regarding local conditions, restrictions, codes, ordinances, rules and regulations concerning the installation of Eligible Measure(s) and Applicant, at its own expense, shall obtain and maintain licenses and permits needed to install Eligible Measure(s). Failure to maintain necessary licenses and permits constitutes a material breach of Applicant's obligations. If a tenant, Applicant is responsible for obtaining the property owner's permission to install the Eligible Measure(s). Applicant's signature on the Application indicates that Applicant has obtained such permission.
6. Questar Gas is not responsible for any tax liability which may be imposed on the Applicant as a result of any rebate payment. Applicant may be responsible for the tax reporting to the IRS of any rebate payments directed to third parties. Questar Gas is not providing tax advice, and any communications to such parties is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.
7. Applicant hereby authorizes Questar Gas to access energy usage data for the project's specified accounts at the physical address of the project described in this application and will provide other reasonable assistance to Questar Gas to obtain such information. Questar Gas reserves the right to publicize the Applicant's participation in this Program and to provide reports to funding agencies regarding such participation.
8. Applicant shall defend, protect, indemnify and hold harmless Questar Gas and its respective board members, officers, directors, managers, associates, agents, related firms and entities, employees, servants, and agents (collectively, the "Indemnified Parties") and require Applicant's contractors and subcontractors to defend, protect, indemnify and hold harmless the Indemnified Parties, from and against all claims, losses, expenses, damages, fines, liens, penalties, demands, judgments, causes of action, suits, and liability of every kind and character whatsoever, including but not limited to attorney's fees and defense costs, (collectively, "Claims") for injury, death, property damage or economic loss arising out of or incident to, or related in any way to, directly or indirectly, Applicant's participation in the Program or in connection with any of the measures identified or contemplated by Applicant; provided however, that Applicant shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct. To the fullest extent permitted by law, Applicant shall also shall release, indemnify, hold harmless and defend the Indemnified Parties from and against any and all Claims for any injury, death, property damage, or economic loss arising out of, incidental to, or in connection with the improper handling, storage, disposal and exposure of substances currently or hereinafter characterized as hazardous or toxic in connection with any actions taken by Applicant, its employees, its contractors or subcontractors, or its agents in connection with this Agreement. The indemnity obligations in this section shall not be construed to modify or limit in any way any right or action that Questar Gas may otherwise have against Applicant by law or in equity.
9. In any and all Claims against the Indemnified Parties by any employee of Applicant or anyone directly or indirectly employed by Applicant, the indemnification obligations in Section 8 shall not be limited in any way by any limitation on the amount of or type of damages, compensation, or benefits payable by or for Applicant under workers' compensation acts, disability benefit acts, or other employee benefit acts.
10. Questar Gas is not responsible for the proper installation or performance of the Eligible Measure(s) and is not responsible for any claims the Applicant might have against the manufacturer, the retailer or the installer with regard to the Eligible Measure(s). Notwithstanding any other provision of this Application, Questar Gas shall not be liable to the Applicant hereunder for any type of damages, whether direct or indirect, special, incidental, consequential, exemplary, reliance or punitive (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. Applicant waives any claims it might have against Questar Gas.
11. This Agreement begins as of the date of Questar Gas' confirmation letter that Applicant has been approved for participation in the Program, and shall terminate at the earliest date, either (a) one year from the date of pre-installation approval, (b) when the Applicant notifies Questar Gas in writing that proposed Project(s) will not be implemented or that they wish to terminate the Agreement, or (c) the Program has been removed from the Questar Gas Natural Gas Tariff ("the Tariff") and is no longer available to Questar Gas customers. If this agreement is terminated by the Applicant prior to the approval of the Post-Installation Report(s), the installation of the Eligible

Incentive Application: Terms and Conditions

Measure(s) listed in Exhibit A in said Facility shall be excluded from participating in the Program. At Questar Gas' option, in addition to any other rights and remedies which Questar Gas may have at law or in equity, Questar Gas may terminate this Agreement by written notice upon Applicant, if:

- a. Any petition is filed, a receiver is appointed for Applicant's properties, or any proceeding is commenced by or against Applicant for relief under any bankruptcy or insolvency laws;
 - b. Questar Gas deems Applicant to be in breach of any material term or condition of this Agreement, Questar Gas has notified Applicant of the breach, and Applicant has not cured the breach within thirty (30) days.
 - c. Applicant suspends or abandons the operation of all or a substantial portion of Applicant's business.
12. Making false statements on any Questar Gas rebate application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined to have been required on the basis of fraudulent information must be returned to Questar Gas. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
 13. Applicant shall not, in whole or in part, assign its rights or delegate its obligations under this Agreement without the prior written consent of Questar Gas, and any attempt to do so without consent shall be void. Questar Gas may assign this Agreement to any of its parent companies, affiliates, or subsidiaries without the consent of Applicant. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.
 14. This Agreement is governed by the laws of Utah (excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction) and Questar Gas Company Natural Gas Tariff No. 400, as approved by the Public Service Commission of Utah (the "Commission"), and the rules and regulations on file with the Commission. In the event it becomes necessary for either Party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all expenses, including reasonable attorneys' fees and costs, arising out of the enforcement of its rights.
 15. The failure of Questar Gas to require the performance of a term or obligation under this Agreement, or the waiver by Questar Gas of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by Questar Gas.
 16. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
 17. Applicant's representations, warranties and obligations of indemnity shall survive termination of this Agreement for the applicable statutes of limitation.
 18. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
 19. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such entity. In such event, the performance and terms of the Application shall be equitably adjusted.
 20. This Agreement, together with its exhibits, contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, verbal or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

By my signature below, I acknowledge that I may have tax liability for rebates paid by this Program even if I assign the applicable rebates to another party. In addition, I certify that if I have completed a fraudulent application or mistakenly receive an amount greater than I was authorized to receive, I will refund the money back to Questar Gas. I understand that if this application is incomplete, not submitted in a timely manner, or does not meet all of the Program requirements, I may not be entitled to a rebate. I agree by my signature below to all the terms and conditions of this application.

Customer Signature: _____ Date: _____

Under penalty of perjury, I hereby certify by my signature below that I am 1) providing a correct taxpayer identification number, 2) not subject to backup withholding due to my failure to report interest and dividend income, and 3) a US citizen of other US person (as defined in the Internal Revenue Service Instructions for Form W-9). You must cross out item 2 above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

By signing below, I acknowledge and agree that I have read and understood and agree to be bound by the Terms and Conditions of the Program. I certify that the information I have provided is true and correct and the Eligible Measure(s) meets the requirements for the rebate I am requesting in this Application. If I am signing on behalf of a business entity, I certify that I am authorized to sign on behalf of such entity.

Customer Name (Printed): _____ Title: _____

Customer Signature: _____ Date: _____