

Utility Information

National Fuel Account Number _____

Project Description *Performance Based*

Performance-Based • Applications for Performance-Based (PB) projects must be submitted either before or within 90 days of contracting the project. PB Anticipated Project Construction Start Date

Annual Gas Savings (Mcf)	Other Fuel Savings (Mcf)	Annual Cost Savings (\$)	Project Cost (\$)

Is this a fuel conversion? Yes No If yes, from what fuel type? _____

Please include information describing the project in detail. This information should include (but is not limited to) baseline equipment and efficiencies, operating schedules, proposed equipment and efficiencies, etc. Does this replace existing equipment? If yes, list equipment and estimated age of equipment below. Please attach additional pages if required. Performance-based incentives are determined by multiplying \$15 times the annual gas savings in Mcf. Rebate cap of \$100,000 per project, per program year.

Agreement to Terms and Conditions *(See page 3)*

Applicant/Company Name		Facility Name (Required unless same as Applicant)	
Print Name & Title		Print Name & Title	
Applicant Signature	Date	Facility Owner Signature	Date

Terms and Conditions

1. To be eligible for a rebate, Customer understands that: (a) they must have an active meter serviced by National Fuel Gas Distribution Corporation ("National Fuel") in National Fuel's Western New York service territory for the installation address and, (b) the product(s) Customer has installed must qualify as described on the Rebate Application Form, incorporated herein by this reference, and be designed and installed to reduce the consumption of the energy distributed to them by National Fuel at the installation address. Customer understands they must complete an application for each installation address. For installations at locations with multiple meters, please attach a separate sheet indicating gas account number and/or meter number with eligible equipment for that account number or meter. All uses herein of the words "install," "installation" or similar phrases shall mean complete installation such that the subject product(s) is/are fully functional at the time that the rebate application is submitted.
2. **All eligible measures must be installed by a licensed contractor, or a contractor that can supply you with either a Federal ID number, or a Certificate of Insurance, or a Business Certificate.**
3. Customer understands the Conservation Incentive Program Rebate term begins on January 1, 2022. Rebate cap of \$100,000 per project, per program year. Resale products, products leased, rebuilt, rented, received from insurance claims, won as a prize, or new parts installed in existing products do not qualify. All applications are processed on a first-come, first-served basis, as received. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Resubmitted information/documentation is processed on a first-come, first-served basis, based on the new receipt date. This program may be modified or terminated at any time and without prior notice. In the event that the amount of a rebate changes during the course of the program, the installation date will be used to determine product eligibility and rebate amount.
4. Customer understands that this signed and dated Rebate Application Form, all appropriate Proof(s) of Purchase and other required documentation as referenced in this Application must be sent to National Fuel's Processing Center to be considered eligible for a rebate.
5. Customer will allow, if requested, a National Fuel representative reasonable access to the install address to verify the product has been purchased and is installed before a rebate is paid. Customer understands that a rebate will not be paid if they refuse to participate in any required verification. Customer understands that National Fuel may contact the qualifying product vendor and/or installer, if needed, to verify purchase and/or installation and may provide Customer's name and/or address to complete such verification.
6. Customer has installed a qualifying product(s) and understands the energy efficiency level of the qualifying product(s) determines the rebate amount (as defined in the Rebate Application Form). A single gas-fired piece of equipment that provides two functions (e.g., heat and hot water) is only eligible for one rebate, that being the higher rebate amount of the two listed amounts. **The rebate amount cannot exceed the purchase price.**
7. Customer agrees that the selection of qualifying product(s), selection of manufacturer, dealer, supplier and/or installer, and purchase, installation and ownership/maintenance of the qualifying product(s) referenced in this Application are their sole responsibility, and that their manufacturer, dealer, supplier or installer of these products and measures is not an agent or representative of National Fuel. Customer understands that National Fuel makes no representations regarding manufacturers, dealers, contractors, materials or workmanship. CUSTOMER ALSO UNDERSTANDS THAT NATIONAL FUEL MAKES NO WARRANTY WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR MEASURES. Customer agrees that National Fuel has no liability whatsoever concerning (1) the quality, safety and/or installation of the products or measures, including their fitness for any purpose, (2) the estimated energy savings of the products or measures, (3) the workmanship of any third parties, (4) the installation or use of the products or measures including, but not limited to, effects on indoor pollutants, or (5) any other matter with respect to the National Fuel Conservation Incentive Program. Customer waives any and all claims against National Fuel, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of National Fuel in connection with their application for any rebate(s) under the National Fuel Conservation Incentive Program. Without limiting the generality of the foregoing, none of the above stated parties shall be liable hereunder for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
8. Customer is responsible for meeting all program requirements and complying with their state/county/city governments, local conditions, restrictions, codes, ordinances, rules, and regulations concerning this installation.
9. If Customer's property is not owned by Customer, Customer is solely responsible for obtaining the property owner's permission to install the product for which they are applying for a rebate. Customer's signature on this application indicates they have received such permission.
10. **I understand that National Fuel is not responsible for items lost or destroyed in the mail/transit.**