



# Dealer Participation Agreement

## 1. Dealer Information

**Company Name (Dealer)**

**Number of Participating Locations**

**Physical Address**

**City**

**State**

**Zip Code**

**Mailing Address (if different)**

**City**

**State**

**Zip Code**

**Federal Tax ID**

**Tax Status** (Corporate, Partnership, Sole Proprietorship, or Exempt)

**Website Address**

**Primary Management Contact Name**

**Phone Number**

**Email Address**

**Secondary Management Contact Name**

**Phone Number**

**Email Address**

**Rebate Data Entry Contact**

**Phone Number**

**Email Address**

## 2. General Program Information

### Program Description

The Puget Sound Energy Commercial Foodservice Program (hereafter referred to as the “Program”) is an energy efficiency Program administered by Puget Sound Energy (“Program Administrator”).

### Program Goals

The goals of the Program are twofold: (1) encourage Qualifying Dealers (as defined below) to increase their inventory of Qualifying Equipment (as defined in Section 3); and (2) encourage Qualifying Dealers to upsell that Qualifying Equipment (i.e., explaining to qualifying customers (as defined below) the technical benefits, calculating the return on investment when possible, and explaining the reduced upfront cost of the equipment, etc.). In the program, Dealers offer point-of-sale rebates on qualifying high-efficiency foodservice equipment to PSE customers who will install the equipment at non-residential facilities receiving either gas or electric service from the Program Administrator or contractors that will pass the rebate on to those customers. Program goals are fostered by providing a sales incentive to dealers for each qualifying unit sold. To participate in the program, Dealers are required to sign this agreement and agree to its provisions. If the Program Administrator updates this Agreement, Qualifying Dealers will be notified of the changes and will have the option of withdrawing from the Program. Changes may require Qualifying Dealers to sign an updated Agreement to continue participating in the Program.

### Program Promotion

Dealer agrees to display PSE-approved or program-provided promotional materials at point-of-purchase locations in accordance with PSE’s policies and guidelines.

### Program Term

The term of the program is **January 1, 2022 through December 31, 2023**. Only qualifying equipment invoiced during the program term and installed at qualifying customers’ facilities will be eligible for incentives.

The term of the Program (the “Program Term”) is January 1, 2022 through December 31, 2023 for sales made to Qualifying Customers in the Program Administrator’s service territory (the “Qualifying Territory”), which may be terminated or extended with notice. Only Qualifying Equipment invoiced during the program term and installed at qualifying customers’ facilities will be eligible for incentives. If the Program Term is extended, the terms of this Agreement will remain in full force and effect unless otherwise altered or terminated in writing by the Distributor, Program Administrator or Program Implementer.

### Program Contact Information

If you have any questions or concerns about the program, please call the Program Implementer first. If your matter is not resolved, you may contact the Program Administrator.

#### Program implementer:

Energy Solutions  
Josh Chanin  
(503) 914-0008  
PNW-Rebates@energy-solution.com

#### Program administrator:

Puget Sound Energy  
Tianna Byrtus  
(425) 424-6503  
Tianna.Byrtus@pse.com

### 3. Program Definitions & Terms Of Participation

#### Qualifying Dealer

For the purposes of this Program, a “Qualifying Dealer” is an entity that purchases Qualifying Equipment directly from a manufacturer or distributor for resale to Qualifying Customers or to contractors, builders, developers, building maintenance staff or services companies, and any other buyer servicing Qualifying Customers.

Under certain circumstances, as determined by the Program Implementer in its sole discretion, a manufacturer of Qualifying Equipment may serve as its own Qualifying Dealer and may sell Qualifying Equipment directly to the Qualifying Customers. Under certain circumstances, as determined by the Program Implementer in its sole discretion, a contractor or other entity may serve as a Qualifying Dealer, if they sell or distribute equipment to Qualifying Customers and their participation allows for a more streamlined transaction in consultation with the other market actors in the distribution chain.

#### Qualifying Customers And Installations

A “Qualifying Customer” is a commercial or industrial customer who receives electric and/or natural gas service supplying the Qualifying Equipment from the Program Administrator on a commercial rate. A “Qualifying Installation” must include the installation of the Qualifying Equipment at the Qualifying Customer’s commercial or industrial facility in the Qualifying Territory. A Qualifying Installation includes replacement equipment (retrofit) installations or new construction installations.

#### Qualifying Equipment

“Qualifying Equipment” is new high-efficiency foodservice equipment that is sold to a Qualifying Customer and installed pursuant to a Qualifying Installation in the Qualifying Territory. Qualifying Equipment must meet or exceed the Program equipment specifications to be deemed Qualifying Equipment. Under the Program, the Incentives vary depending on the type of Qualifying Equipment. Incentives, Qualifying Equipment, equipment specification and minimum qualifying efficiencies will be provided on the Online System (as defined below). To be listed as Qualifying Equipment, Qualifying Equipment must demonstrate an adequate efficiency rating as defined on the Online System through one of the options below:

- Energy Star
- Foodservice Technology Center

(the “Qualified Equipment Lists”)

The Program Administrator reserves the right to add or remove organizations or sourcing protocols from the Qualifying Products List as deemed appropriate during the Program.

#### Adding Equipment To Qualifying Equipment List

If a Qualifying Dealer finds that equipment has been tested and approved and is not listed on the Qualifying Products List on the online system, they must contact the program implementer and request the certified equipment to be added.

#### Marketing and Point of Purchase

- Distributors may use the name “PSE Instant Rebates” in a text format to describe the Program, but may not use the PSE logo without prior written permission.
- All Point of Purchase (“POP”) materials and advertising with the PSE logo for use pursuant to this DPA shall be approved by Parties prior to going to print. Proposed advertising shall be provided in advance by Retailer or Manufacturer via email for review and written approval is needed to each Party by the contact listed above.

- Distributors shall not misrepresent the nature of their role in the program. Distributor shall not state or imply to customers, or anyone else, that the Distributor is employed by or working on PSE's behalf. PSE is vendor neutral and does not endorse products, services or companies.

## **Dealer Suspension**

The Program Implementer reserves the right to suspend Qualifying Dealers from participating in, and receiving the benefits of, the Program. Reasons for a suspension include: the failure to provide required sales information, the submission of incorrect or inaccurate Application information, failed installation verifications or equipment inspections, breach of this Agreement or violating the Program policies and procedures, Qualifying Equipment or Qualifying Customer eligibility rules, or the Program's terms and conditions. Dealer may apply for reinstatement to the Program after ninety (90) calendar days from the date of suspension.

## **Verification**

The installation of Qualifying Equipment will be subject to verification by the Program Administrator. The Program Administrator or its representative will randomly select a portion of Incentive Applications for field verification. Verification will be performed per Program Administrators' requirements on all Qualifying Equipment listed, or a select portion of the Qualifying Equipment listed, on selected Incentive Applications. In order to pass verification, the Qualifying Equipment's model number as listed in the Incentive Application must match the model number on the Qualifying Equipment at the installation site. The Qualifying Equipment must be verified to be new and installed at the Qualifying Customer's non-residential facility, as applicable, in the Qualifying Territory. The Qualifying Dealer is responsible for submitting accurate and exact Qualifying Customer addresses. Incorrect addresses may result in failed Verification of Incentive Applications at that location.

# **4. Incentive Application Processing, Terms & Payment**

## **Application And Qualifying Sale**

A Qualifying Sale occurs when a rebate is deducted from the sales invoice of a Qualifying Customer's purchase of Qualifying Equipment. Within this document, an Incentive Application refers to the request for rebate reimbursement and a sales incentive on a specific Qualifying Sale, where a Qualifying Sale refers to the sale of Qualifying Equipment that will undergo a Qualifying Installation. Qualifying Sales must be invoiced within the program term and the customer invoice for Qualifying Sales must contain a line-item that contains the words "PSE Rebate" along with the deducted rebate amount.

## **Instant Incentive System**

The Program utilizes a paperless, online system ("Online System") for entering, processing, and tracking PSE Incentive Applications. This is referred to as the "Instant Incentive System" and is located on the Online System. Upon enrollment in the Program, a Qualifying Dealer is provided with a unique log-in Identification (ID) and will receive Program-supported training on the use of the Instant Incentive System.

## **Applying For A Program Incentive**

To receive rebate reimbursement and sales incentives, Qualifying Dealers must confirm customer eligibility through use of an address lookup tool located on the Online System and submit an Incentive Application by uploading required sales and installation information and a copy of the corresponding sales invoice to the Instant Incentives System. The following installation, equipment, and sales information are required to complete a program application:

## **Installation Site Information:**

Equipment installation address, including street address, unit/suite number, city, state, and zip code

## **Customer Information**

1. Business Name
2. Customer First and Last Name
3. Building Type
4. Customer Phone Number
5. Customer Email

## **Sale Information**

1. Salesperson First and Last Name
2. Sales Date
3. Invoice Number
4. Retail Price Per Unit

## **Sales Invoice:**

1. Equipment Installation Address
2. The words “PSE Rebate” as a line item along with the deducted rebate amount
3. Qualifying Equipment Manufacturer, Model Number, Quantity Sold, and Retail Price per unit

## **Equipment Information**

1. Manufacturer
2. Model Number
3. Number of Units Installed

## **Project Information**

1. Project Type — Retrofit or New Construction
2. Estimated Install Date

The Qualifying Dealer will be responsible for supplying accurate Qualifying Customer information when submitting Incentive Applications via the Instant Incentive System. Insufficient information may result in rejection of the Incentive Application.

## **Incentive Terms**

Program rebates must be given as a discount off the purchase price of Qualifying Equipment at the Point-of-Sale. Upon rebate reimbursement, Qualifying Dealers will receive a Spiff, which is a financial incentive in addition to the customer rebate. By signing this Agreement, Qualifying Dealers agree to distribute Spiff payments to the party responsible for the Qualifying Sale in order to influence the sale of Qualifying Equipment through the Program.

## **Application Agreement Clauses**

The following provisions contain terms and conditions that will be deemed included in each Incentive Application. By signing this Agreement, the Qualifying Dealer agrees that these terms and conditions will apply to every Incentive Application the Qualifying Dealer submits in connection with the Program.

## **Good Faith Statement**

The Qualifying Dealer warrants that all Incentive Application information is submitted in good faith as true and correct and all of the Qualifying Equipment listed in any Incentive Application will be new and sold to a Qualifying Customer at a non-residential facility, as applicable, in the Qualifying Territory. The Qualifying Dealer will take appropriate internal administrative steps to avoid duplicate entries of Incentive Applications that may be created due to current or future paperwork processes, personnel organization of assigned administrative support, and potential fraudulent activity. Dealer will provide additional timely support if needed in the form of sales documentation or customer outreach should an application lack information sufficient to appropriately process.

## **Funding Limitations**

The Qualifying Dealer acknowledges and understands that the Program has a limited budget. Incentive Applications will be accepted on a first-come, first-served basis until allocated funds are spent or until thirty (30) days after the Program Term has ended. First-come, first-served status will be determined by the date and time the Incentive Application is submitted via the Instant Incentive System.

Rebate reimbursement applications for sales invoiced within the calendar year must be submitted by January 7th of the following calendar year to be eligible. Rebate reimbursement applications with prior year invoice dates will not be eligible for reimbursement on or after January 8th each year.

## **Double-Dipping**

Qualifying Equipment is eligible for only one incentive, through either this Program or any other energy efficiency incentive program offered by the Program Administrator. For avoidance of doubt, if Qualifying Dealers give rebates for Qualifying Equipment under this Program, Qualifying Dealer or Qualifying Customer is not eligible to receive incentives or rebates for such Qualifying Equipment under another program offered by a Program Administrator. If “double-dipping” was determined based on the appearance of a duplicate application, that program will be notified that the Incentive Application for this Program was rejected. The Program Administrator for the other program will proceed as their policies and procedures dictate. Similarly, Incentive Applications reflecting the same install location as another in-process or approved application in this Program or any other applicable Program will not be approved until double-dipping or any other appropriate verification is completed.

## **Warranty Disclaimer and Liability**

The Program Administrator does not endorse, guarantee, or warrant any Manufacturer, Qualifying Dealer, Qualifying Customer, Program Implementor or Qualifying Equipment, and it makes no warranties or guarantees in connection with the Program, any project, or any item or services performed in connection herewith or therewith, whether statutory, oral, written, express, or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. The Program Administrator shall have no responsibility or liability to the Qualifying Dealer, its employees, its agents or any third parties in connection with the Program or otherwise, except the responsibility to provide the incentive rebates under the Program. This disclaimer shall survive any cancellation, completion, termination, or expiration of the Qualifying Dealer’s participation in the Program. The Qualifying Dealer acknowledges and agrees that any warranties provided by original manufacturers’, licensors’, or providers’ of qualifying material, Qualifying Equipment, qualifying contractors or other items provided or used in connection with the Program and in connection with these terms and conditions, including items incorporated in the Program, (“third party warranties”) are not to be considered warranties of the Program administrator and makes no representations, guarantees, or warranties as to the applicability or enforceability of any such third party warranties. The terms of this section shall govern over any contrary verbal statements or language appearing in any Program Administrator’s other documents.

In no event shall a party be liable to another party for any consequential, incidental, punitive or indirect damages including lost profits, arising from or otherwise in connection with this agreement.

## **Indemnity**

Qualifying Dealer agrees to defend, indemnify and hold harmless the Program Administrator, (including its respective affiliates, officers, directors, employees, regional representatives, agents, successors or assigns), from and against any and all claims, demands, liabilities, losses, or causes of action (including, without limitation, court costs and reasonable attorney's fees) which arise out of or are connected with this Agreement, the Program or the Qualifying Equipment. The foregoing indemnification obligation will not apply to the extent such those claims, demands, liabilities, losses, or causes of action are caused solely from the negligence of the Program Administrator, (including their respective affiliates, officers, directors, employees, regional representatives, agents, successors or assigns).

## **Confidentiality and Preservation of Records**

The Program Implementer understands the sensitive nature of certain data supplied by Qualifying Dealers. Any confidential Qualifying Customer or price data provided by the Qualifying Dealer to the Program Implementer as part of the Program will be used for the sole purpose of tracking and analyzing trends in sales of Qualifying Equipment in order to evaluate the effectiveness of the Program or to satisfy regulatory filing obligations. The Program Implementer will endeavor to compile and aggregate publicly available data in such a manner that individual confidential Qualifying Customer or price data cannot be identified.

The Qualifying Dealer will preserve all records of sales of Qualifying Equipment for which an rebate was given under this Program for a period of six (6) years after termination of this Agreement. Program Implementers' duly authorized representatives will have the right to inspect on five (5) business days' prior notice and during regular business hours and to reproduce any such accounts and records related to the Program including without limitation, equipment purchase, sales, or the Incentives received. All financial statements, reports, records, and other documents shall properly reflect the true facts about all activities and transactions for which the Qualifying Dealer received an Incentive as a Program participant.

## **Tax Liability**

Program Implementer will report Spiffs paid to Qualifying Dealers as income to Qualifying Dealer on IRS Form 1099 unless Qualifying Dealer has indicated a tax-exempt tax status on page 1 of this Agreement. Qualifying Dealer is encouraged to consult its tax adviser concerning the taxability of the Spiff. Neither Program Administrator or Program Implementer are not responsible for any taxes that may be imposed on Qualifying Dealer as a result of receipt of Incentives or Qualifying Dealer's participation in the Program. Qualifying Dealer assumes all responsibility for collecting and reporting all applicable sales tax and acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

## **Refunds and Adjustments**

The Program Administrator is entitled to a prompt refund from Qualifying Dealer of any and all equipment returns processed by Qualifying Dealer for which the Program implementer has paid a rebate reimbursement to the Qualifying Dealer. Any refund of rebate amounts paid to dealer to which the Program Implementer becomes entitled will be deducted and offset as an adjustment from the Qualifying Dealer's future rebate reimbursements. If Program Implementer cannot offset the refund in a timely manner, then, if requested by Program Implementer, the dealer must promptly refund to Program Implementer the rebate amounts due.

Qualifying Dealers will only be reimbursed for rebates given on Qualifying Sales. If a Qualifying Dealer gives a rebate on a non-Qualifying Sale, the Qualifying Dealer will not be reimbursed and cannot request reimbursement from the customer that received the rebate.

## Energy Benefits

In accepting the Spiff and rebate reimbursement, Qualifying Dealer agrees that other than the energy cost savings realized by the Qualifying Customer, the Program Administrator is entitled to 100% of the energy benefits and rights associated with the Qualifying Equipment, including without limitation, environmental credits under any regional initiative or federal, state, or local law, program or regulation.

## Notifications

Any written notice, demand or request required or authorized in connection with this Agreement, will be deemed properly given if delivered in person, sent electronically via email or fax, and/or transported by a nationally-recognized overnight courier or first class mail, postage prepaid to the addresses specified below, or to other addresses specified in writing by Program Administrator or Program Implementer. An executed version of this Agreement if delivered electronically by one party to the other party as evidence of signature will, for all purposes hereof, be deemed an original. When any of the above methods of execution of this Agreement is utilized in accordance with the terms set forth in this paragraph then neither party will have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of this Agreement.

## 5. Program Participation Activation

Qualifying Dealer has caused this Agreement to be executed by its authorized representative.

### Authorized Qualifying Dealer Signature:

Print Name:

Title:

Date:

Complete Page 1 in the Dealer Information section and fill out the lines above with name, signature, and date. Please make a copy of this Agreement for your records, and then submit the signed and initialed document to:

**InstantRebates-PNW@energy-solution.com**

Or

Energy Solutions  
ATTN: PSE Commercial Kitchens Program  
449 15th Street, Suite 400  
Oakland, CA 94612

For more information on the PSE Commercial Kitchens Program, please email:

**InstantRebates-PNW@energy-solution.com** or call **(503) 914-0005**