

# Instant Rebates! Point-of-Sale Foodservice Initiative

## 1. INITIATIVE INFORMATION

### Initiative Description

The Instant Rebates! Point-of-Sale Foodservice Initiative (hereafter referred to as the “Initiative”) is an energy efficiency Initiative. In the Commonwealth of Massachusetts, the Initiative is sponsored by Mass Save<sup>®1</sup> and its Sponsors, National Grid, The Berkshire Gas Company, Cape Light Compact JPE, Eversource Gas of Massachusetts, Liberty Utilities, Eversource Energy, and Unitil (together, the “MA Sponsors”) (see page 11 of this document). In the State of Rhode Island, the Initiative is sponsored by The Narragansett Electric Company d/b/a National Grid (“RI Sponsor”) (see page 11 of this document). In the State of New Hampshire, the Initiative is sponsored by Eversource Energy, New Hampshire Electric Cooperative, and Unitil (together, the “NH Sponsors”) (see pages 13 and 14 of this document). In the State of New York, the Initiative is sponsored by Consolidated Edison Company of New York, Inc. (“Con Edison”), The Brooklyn Union Gas Company DBA National Grid NY, KeySpan Gas East Corporation DBA National Grid, and Niagara Mohawk Power Corporation DBA National Grid (together, the NY Sponsors) (see page 15 of this document). The MA Sponsors, the RI Sponsor, the NH Sponsors, and the NY Sponsors are hereafter referred to as each, a “Sponsor” or collectively, the “Sponsors”. Energy Solutions serves as the “Initiative Implementer”.

### Initiative Goals

The goals of the Initiative are twofold: (1) encourage Qualifying Dealers (as defined in Section 2 below) to increase their inventory of high-efficiency equipment; and (2) encourage Qualifying Dealers to upsell that equipment (*i.e.*, explaining to Qualifying Dealers’ customers the technical benefits, calculating the return on investment when possible, and reducing the cost of the equipment). The goals of the Initiative are fostered by Qualifying Dealers offering point-of-sale incentives on qualifying high-efficiency equipment to the Sponsors’ customers who will install the equipment at non-residential facilities. To participate in the Initiative, Qualifying Dealers are required to sign this *Dealer Participation Agreement* (hereafter referred to as “Agreement”) and adhere to its provisions. If the Sponsors update this Agreement, Qualifying Dealers are required to sign the updated Agreement in order to continue participating in the Initiative.

### Initiative Term

The term of the Initiative is April 1, 2019 through January 31, 2025 (the “Initiative Term”) for sales made in the Commonwealth of Massachusetts and the State of Rhode Island, but may be terminated or extended with 15 days written notice by the Sponsors. The term of the Initiative is from January 1, 2020 through December 31, 2022 for electric and natural gas sales made in the State of New Hampshire. The term of the Initiative for Con Edison customers is from December 1, 2019 through December 31, 2022 but may be terminated or extended with 15-days written notice by Con Edison or Initiative Implementer to Qualifying Dealer. The term of the Initiative for National Grid New York customers is from April 1, 2019 through December 31, 2022 but may be terminated or extended with 15-days written notice by National Grid or Initiative Implementer to Qualifying Dealer. Qualifying Equipment (as defined in Section 2 below) sold during the Initiative Term to be installed at Qualifying Customers’ (as defined in Section 2 below) facilities in accordance with the terms of this Agreement will be eligible for Incentives (as defined in Section 3 below). If the Initiative Term is extended, terms of this Agreement will be extended for the same period unless otherwise altered by Sponsors or terminated in writing by the Qualifying Dealer, Sponsor, or Initiative Implementer.

---

<sup>1</sup> Mass Save<sup>®</sup> is an initiative sponsored by Massachusetts’ gas and electric utilities and energy efficiency service providers. The sponsors of Mass Save provide a wide range of services, incentives, trainings, and information promoting energy efficiency that help residents and businesses manage energy use and related costs.

## Instant Rebates! Point-of-Sale Foodservice Initiative

### Initiative Contact Information

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

Initiative Implementer	Cassandra Squiers	Energy Solutions MA, NH, RI	714-787-1085	csquiers@energy-solution.com
Initiative Implementer	Charlie Taylor	Energy Solutions NY	617-440-5470	ctaylor@energy-solution.com
Sponsor	Joel Kopylec	Berkshire Gas	203-499-2621	joel.kopylec@uinet.com
Sponsor	Lindsay Henderson	Cape Light Compact	508-375-6889	lhenderson@capelightcompact.org
Sponsor	Nikole Dipillo	Con Edison	646-628-1897	dipillon@coned.com
Sponsor	Danielle Poulin	Eversource Energy and Eversource Gas of MA	860 665-4754	danielle.poulin@eversource.com
Sponsor	Stephanie Terach	Liberty Utilities MA	774-627-2905	Stephanie.Terach@libertyutilities.com
Sponsor	Laurie Acone	National Grid MA	781-907-1899	laurie.acone@nationalgrid.com
Sponsor	Travis Jenks	RI Energy	774-256-4460	TRJenks@rienergy.com
Sponsor	Anthony Singh	National Grid NY	347-604-8389	anthony.singh@nationalgrid.com
Sponsor	Joseph Lajewski	New Hampshire Electric Coop	603-536-8663	lajewskij@NHEC.com
Sponsor	Joe Van Gombos	Unitil	603-686-6235	vangombosj@unitil.com

## 2. INITIATIVE DEFINITIONS & TERMS OF PARTICIPATION

### Qualifying Dealers

For the purposes of this Initiative, a qualifying dealer (“Qualifying Dealer”) is an entity that purchases Qualifying Equipment directly from the manufacturer or distributor and sells such equipment to Qualifying Customers.

Under certain circumstances, as determined by the Sponsors in their sole discretion, a manufacturer or distributor of Qualifying Equipment may serve as its own Qualifying Dealer and sell Qualifying Equipment directly to the Qualifying Customers. If approved by the Sponsors, the manufacturer/distributor will be deemed a Qualifying Dealer and qualify to participate in the Initiative.

If a manufacturer of Qualifying Equipment operates a warehouse facility which ordinarily does not act as a dealer of its products, that facility will be treated as the manufacturer (for purposes of this Initiative) and will not qualify as a Qualifying Dealer for the Initiative unless the facility is selling Qualifying Equipment directly to the Qualifying Customer.

### Qualifying Customers and Installations

A qualifying customer (“Qualifying Customer”) is a commercial customer who receives electric or natural gas service from a Sponsor in the Commonwealth of Massachusetts, the State of Rhode Island, the State of New Hampshire, or the State of New York on a commercial or industrial rate.

A qualifying installation (“Qualifying Installation”) of the Qualifying Equipment must include the installation of the Qualifying Equipment at the Qualifying Customer’s facility in the Commonwealth of

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

Massachusetts, the State of Rhode Island, the State of New Hampshire, or the State of New York. A Qualifying Installation may include replacement (retrofit) installations or new installations.

Qualifying Equipment sold through this Initiative is not eligible for any other incentives or mail-in rebates from a MA Sponsor, the RI Sponsor, the NH Sponsors, or the NY Sponsor.

### **Qualifying Equipment**

Qualifying Equipment (“Qualifying Equipment”) is new equipment that is sold to a Qualifying Customer and installed at a Qualifying Customer’s facility in the Commonwealth of Massachusetts, the State of Rhode Island, the State of New Hampshire or the State of New York that meets or exceeds the Initiative qualifying equipment specifications set forth below or as otherwise provided in writing by the Sponsors, and is listed as Qualifying Equipment on the Instant Incentive System:

1. Commercial Kitchen Equipment must demonstrate an adequate efficiency ratings as defined through ENERGY STAR® or the California Energy Wise, and described in their respective qualified equipment source list at [www.energystar.gov](http://www.energystar.gov) and [www.caenergywise.com](http://www.caenergywise.com), and must be approved by the Initiative Implementer
2. Commercial Laboratory Equipment must demonstrate an adequate efficiency ratings as defined through ENERGY STAR® and described in the qualified equipment source list at [www.energystar.gov](http://www.energystar.gov), and must be approved by the Initiative Implementer

Under the Initiative, the Incentives (as defined in Section 3 below) vary depending on the type of Qualifying Equipment and are provided, along with the equipment specification and minimum qualifying efficiencies, on the Instant Incentive System.

### **Initiative Marketing Materials**

Implementer will supply marketing materials to Qualifying Dealer upon enrollment, during in-person visits, and upon Qualifying Dealer request. Qualifying Dealer may request marketing materials that are co-branded with the relevant Sponsor or Sponsors branding and the Qualifying Dealer company branding. Co-branded materials will be created and issued at the sole discretion and approval of the Sponsors. Qualifying Dealers may not market or promote the Initiative to municipal natural gas or electric customers located in the State of Massachusetts, the State of New Hampshire, or the State of New York.

### **Changes to Initiative**

Sponsors reserve the right, in their sole discretion, to make changes to the Initiative at any time, including, without limitation, modifying Incentive amounts and adding or removing Qualifying Equipment from the Initiative. The date of such change(s) will take effect on the earlier of (a) the date the change is posted on the Instant Incentive System, or (b) the date Qualifying Dealer receives written notice of such change. Written notice will generally be provided in email format to the main point of contact at the Qualifying Dealer who will be responsible for cascading the notification internally.

### **Regulatory Authority**

The Initiative and this Agreement shall at all times be subject to such changes or modifications by the Massachusetts Department of Public Utilities (“DPU”), the Rhode Island Public Utilities Commission (“RIPUC”), the New Hampshire Public Utilities Commission (“NHPUC”), the New York Public Service Commission (“NYPSC”), the MA Sponsors, the RI Sponsor, the NH Sponsors, or the NY Sponsors or budget oversight staff, as such entity may from time to time direct in the exercise of its jurisdiction. Dealer understands that the DPU or RIPUC, NHPUC, or NYPSC may commence an investigation or other

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

regulatory proceeding in connection with the Initiative and/or this Agreement and Qualifying Dealer agrees to cooperate fully with any such investigation or proceeding.

### **Dealer Suspension**

At their sole discretion, Sponsors reserve the right to suspend Dealer from the Initiative immediately upon written notice. Reasons for a suspension may include, but are not limited to, the failure to provide information, the submission of incorrect or inaccurate Incentive Application information, failed installation verifications or equipment inspections, breach of this Agreement, or violating the Initiative policies and procedures, Qualifying Equipment or Qualifying Customer eligibility rules, or the Initiative's terms and conditions. Qualifying Dealer may apply for reinstatement to the Initiative after ninety (90) calendar days from the date of suspension so long as the issue that lead to suspension has been successfully resolved and all Sponsors agree. During the suspension period, Sponsors reserve the right to disqualify all of the Dealer's Qualifying Equipment sales from the date of suspension to the date of reinstatement.

## **3. INCENTIVE APPLICATION PROCESSING, TERMS & PAYMENT**

### **Application and Qualifying Sales**

For purposes of the Initiative, "Incentives" are those incentive payments issued by the Initiative Implementer on behalf of the Sponsors to Qualifying Dealers for Qualifying Equipment sold and installed according to the terms and conditions of this Agreement. Qualifying Equipment must be sold by Qualifying Dealer during the Initiative Term. Incentives for Qualifying Equipment sold and installed in the Commonwealth of Massachusetts will be paid through the MA Sponsors. Incentives for Qualifying Equipment sold and installed in the State of Rhode Island will be paid through the RI Sponsor. Incentives for Qualifying Equipment sold and installed in the State of New Hampshire will be paid through the NH Sponsors. Incentives for Qualifying Equipment sold and installed in the State of New York will be paid through the NY Sponsors.

### **Instant Incentive System**

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

### **Applying for an Initiative Incentive**

To receive the Incentives, Qualifying Dealer must apply for the Incentives by submitting an Incentive Application to the Instant Incentive System. The following list includes the installation, Qualifying Equipment, and sales information required to complete an Incentive Application:

#### Qualifying Equipment Information:

- Manufacturer
- Model number
- # of units installed

#### Installation Site Information:

- Business name
- Installation address information (where the Qualifying Equipment is installed)

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

- Electric and/or natural gas account number (with the exception of municipal natural gas and electric customers)
- Customer contact information (name and phone number)
- Installation date

### Sales Information:

- Invoice number
- Invoice date

In the State of New York, the below information is also required to complete an Incentive Application for qualifying sales of commercial kitchen equipment:

### Completed Customer Eligibility Form:

- Customer-signed agreement to participate
- Customer-stated installation address and electric and/or natural gas service account number
- Customer-stated contact information
- Equipment and Dealer information

The Qualifying Dealer shall be responsible for supplying accurate customer information when submitting Incentive Applications via the Instant Incentive System. Insufficient information may result in rejection of the Incentive Application. The Qualifying Dealer shall provide a copy of the sales invoice to confirm the corresponding Incentive Application upon request by the Initiative Implementer or one of the Sponsors. If the Qualifying Dealer does not provide such sales invoice upon request, Sponsor may reject the Incentive Application.

Incentive Applications must be submitted to the Initiative Implementer as soon as possible but no more than ninety (90) calendar days of the sales date. Incentive Applications that are submitted after ninety (90) calendar days of the sales date are subject to rejection.

### **Application Agreement Clauses**

The following provisions contain terms and conditions that are part of every Incentive Application. By signing this Agreement, Qualifying Dealer agrees that these terms and conditions will apply to every Incentive Application Qualifying Dealer submits in connection with the Initiative.

### Good Faith Statement

Qualifying Dealer warrants 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 who installs the Qualifying Equipment at a commercial or industrial facility in the Commonwealth of Massachusetts, the State of Rhode Island, the State of New Hampshire, or the State of New York. Qualifying Dealer will take appropriate internal administrative steps to avoid duplicate entries of Incentive Applications that may be created due to Qualifying Dealer's current paperwork processes, personal organization of assigned administrative support, potentially fraudulent activity, or for any other reason.

### Funding Limitations

Qualifying Dealer acknowledges and understands that the Initiative has a limited budget and is subject to change at any time. Except for Qualifying Equipment sold within the last 30 days of the Initiative Term, Applications will be accepted on a first-come, first-served basis until the Initiative Term has ended or until

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

allocated funds are spent. First-come, first-served status will be determined by the date and time the Incentive Application is submitted via the Instant Incentive System.

### Qualifying Incentives

Qualifying Equipment is eligible for only one incentive, either through this Initiative, or any other energy efficiency incentive initiative offered by the Sponsors. For avoidance of doubt, if Dealer receives Incentives for Qualifying Equipment under this Initiative, the customer is not eligible to receive incentives for such Qualifying Equipment under another Mass Save program or other program offered by a Sponsor. Therefore, Qualifying Sales must include a line-item on the customer invoice containing the phrase “MA/RI Incentive”, “Mass Save Incentive”, “RI Incentive”, “NHSaves Incentive”, “National Grid NY Incentive”, or another phrase as approved by the Initiative Implementer. Incentive Applications will be compared for duplicate sales information across this and other applicable initiatives. Incentive Applications that are determined to be for the same sale as listed on another in-process or approved Incentive Application in this Initiative or any other applicable initiative will be rejected from this Initiative as a duplicate. If an Incentive Application is found to be for the same sale as another applicable initiative application, that initiative will be notified that the Incentive Application for this Initiative was rejected. The Sponsors for the other initiative will proceed as their policies and procedures dictate.

### Warranty Disclaimer and Liability

MASS SAVE, NH SAVES, AND THE SPONSORS DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY MANUFACTURER, DEALER OR PRODUCT, AND MASS SAVE AND THE SPONSORS MAKE NO WARRANTIES OR GUARANTEES IN CONNECTION WITH THE INITIATIVE, 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. MASS SAVE AND THE SPONSORS SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE DEALER, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE INITIATIVE OR OTHERWISE, EXCEPT THE RESPONSIBILITY TO PROVIDE THE INCENTIVE REBATES UNDER THE INITIATIVE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE DEALER’S PARTICIPATION IN THE INITIATIVE. THE DEALER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS’, LICENSORS’, OR PROVIDERS’ OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE INITIATIVE AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE INITIATIVE, (“THIRD PARTY WARRANTIES”) ARE NOT TO BE CONSIDERED WARRANTIES OF MASS SAVE, NH SAVES, OR THE SPONSORS AND MASS SAVE, NH SAVES, AND THE SPONSORS MAKE 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 SPONSOR’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.

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

THE MA SPONSORS SHALL HAVE NO LIABILITY WHATSOEVER (INCLUDING THE PAYMENT OF INCENTIVES) IN CONNECTION WITH OR ARISING FROM QUALIFYING EQUIPMENT INSTALLED (OR ALLEGEDLY INSTALLED) IN THE STATE OF RHODE ISLAND.

THE RI SPONSOR SHALL HAVE NO LIABILITY WHATSOEVER (INCLUDING THE PAYMENT OF INCENTIVES) IN CONNECTION WITH OR ARISING FROM QUALIFYING EQUIPMENT INSTALLED (OR ALLEGEDLY INSTALLED) IN THE COMMONWEALTH OF MASSACHUSETTS.

THE NH SPONSORS SHALL HAVE NO LIABILITY WHATSOEVER (INCLUDING THE PAYMENT OF INCENTIVES) IN CONNECTION WITH OR ARISING FROM QUALIFYING EQUIPMENT INSTALLED (OR ALLEGEDLY INSTALLED) IN THE COMMONWEALTH OF MASSACHUSETTS, THE STATE OF RHODE ISLAND, OR THE STATE OF NEW YORK.

THE NY SPONSOR SHALL HAVE NO LIABILITY WHATSOEVER (INCLUDING THE PAYMENT OF INCENTIVES) IN CONNECTION WITH OR ARISING FROM QUALIFYING EQUIPMENT INSTALLED (OR ALLEGEDLY INSTALLED) IN THE COMMONWEALTH OF MASSACHUSETTS, THE STATE OF NEW HAMPSHIRE, OR THE STATE OF RHODE ISLAND.

### **Indemnity**

Qualifying Dealer agrees to defend, indemnify and hold harmless Mass Save, NH Saves, the Sponsors of Mass Save, the Sponsors of NH Saves, the RI Sponsor, and the NY Sponsors (including their 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 Initiative 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 from the negligence of Mass Save, NH Saves, or the Sponsors, or the RI Sponsor, or the NY Sponsors (including their respective affiliates, officers, directors, employees, regional representatives, agents, successors or assigns).

To the fullest extent allowed by law, the Qualifying Dealer agrees to defend, indemnify and hold harmless Con Edison and its affiliates from and against all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons or damage to property, including the property of Con Edison, or statutory or administrative fines, penalties or forfeitures resulting, in whole or in part, from, or connected with, the performance of the Agreement by the Dealer and/or Initiative Implementer or any subcontractor, or any of their agents, servants, representatives or employees, and including claims, losses, damages and liabilities arising from the partial or sole negligence of Con Edison and non-parties to the Agreement.

### **Confidentiality and Preservation of Records**

The MA Sponsors, the RI Sponsor, the NH Sponsors, and the NY Sponsors understand the sensitive nature of certain data supplied by Qualifying Dealers. Any confidential customer or price data provided by the Qualifying Dealer to Sponsors as part of the Initiative will be used only for the purpose of tracking and analyzing trends in sales of Qualifying Equipment in order to evaluate the effectiveness of the Initiative, or to satisfy regulatory filing obligations or other reporting. Sponsors shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. Notwithstanding the foregoing, this Initiative is subject to oversight by the DPU, RIPUC, NHPUC, and NYPSC, which may wish to review any Initiative data that any Sponsor receives or has access to in connection with the Initiative. Sponsors will have no liability to Qualifying Dealer or any other party as result of any public disclosure of any data or other materials, including without limitation, those received from the Qualifying Dealer.

## **Instant Rebates! Point-of-Sale Foodservice Initiative**

The Qualifying Dealer shall preserve all records of sales of Qualifying Equipment for which an Incentive was received from Sponsor under this Initiative for a period of seven years after termination of this Agreement. Sponsors' duly authorized representatives shall have the right to inspect and to reproduce any such accounts and records related to the Initiative 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 an Initiative participant.

### **Tax Liability**

Upon enrollment in the Initiative, Dealer will furnish a current W-9 to Initiative Implementer and will update this submission in the event of changes to Qualifying Dealer's name, address, federal tax classification, or taxpayer identification number. Initiative Implementer will provide W-9 to Sponsors and will report Incentives paid to Qualifying Dealer as income to Qualifying Dealer on IRS Form 1099 unless Qualifying Dealer has indicated a tax-exempt tax status in Section 4 of this Agreement. Qualifying Dealer is encouraged to consult its tax adviser concerning the taxability of Incentives. Sponsors are not responsible for any taxes, interest and/or penalties that may be imposed on Qualifying Dealer as a result of receipt of Incentives or Qualifying Dealer's participation in the Initiative, or any other program-related cost. Qualifying Dealer assumes all responsibility for collecting and reporting any and all applicable sales tax. Qualifying Dealer acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

### **Verification**

The installation of Qualifying Equipment will be subject to verification by Sponsors. Sponsors or their representative will randomly select a portion of Incentive Applications for field verification. Verification will be performed per Sponsors' 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 equipment at the installation site. The Qualifying Equipment must be verified to be new and installed at the Qualifying Customer's facility in the Commonwealth of Massachusetts, the State of Rhode Island, the State of New Hampshire, or the State of New York. If the model number found during field verification differs from what is listed in the Incentive Application, the Incentive Application will be rejected, and the Qualifying Dealer will have the opportunity to amend the Incentive Application with corrected information and resubmit the Incentive Application for reconsideration. The Qualifying Dealer is responsible for submitting accurate and exact Qualifying Customer addresses. Incorrect addresses may result in rejection of all Incentive Applications at that location. If construction or other project delays cause Qualifying Equipment to not be installed at the Qualifying Customer's facility prior to the time of field verification, Sponsors may reject the Incentive Application and the Qualifying Dealer may resubmit the Incentive Application after the Qualifying Dealer has verified installation at the Qualifying Customer's facility. Note that all resubmitted Incentive Applications are subject to the Initiative Term.

### **Refunds and Adjustments**

Sponsors are entitled to a prompt refund from Qualifying Dealer of any and all Incentive payments resulting from Qualifying Dealer's noncompliance with this Agreement, submission by Qualifying Dealer of inaccurate or incomplete Incentive Application information, or Qualifying Equipment returns made by Qualifying Dealer. Any refund of Incentive amounts paid to Dealer to which Sponsor becomes entitled will be deducted and offset as an adjustment from Dealer's future invoices. If Sponsors cannot offset the refund in a timely manner, then if requested by Sponsors, the Qualifying Dealer must promptly refund to Sponsors the Incentive amounts due Sponsors.



## **Instant Rebates! Point-of-Sale Foodservice Initiative**

### Written Notices

Any written notice, demand or request required or authorized in connection with this Agreement, shall 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 Sponsors or Initiative Implementer. An originally executed version of this Agreement if delivered electronically by one party to the other party as evidence of signature shall, 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 Section then neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of this Agreement.

### Energy Benefits

In accepting the Incentives, Qualifying Dealer agrees that other than the (i) the energy cost savings realized by the Qualifying Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the Sponsor has the unilateral rights to apply for any credits or payments resulting from the Initiative or the Qualifying Equipment. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Qualifying Dealer agrees not to, directly or indirectly, file payments or credits associated with the Initiative or Qualifying Equipment, and further will not consent to any other third party's right to such payments or credits without prior written consent from the Sponsor. Sponsor's rights under this Section are irrevocable for the life of the Qualifying Equipment unless the Sponsor provides prior written consent.

## **4. QUALIFYING DEALER INFORMATION**

Please fill out the following contact information below – document must be complete to process.

### **COMPANY INFORMATION**

\_\_\_\_\_  
Company Name (“Qualifying Dealer”)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Mailing Address (if different from above)

\_\_\_\_\_  
Tax Status (Corporate, Partnership, Sole Proprietorship, or Exempt)

\_\_\_\_\_  
Federal Tax ID#

### **PRIMARY MANAGEMENT CONTACT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_

**Instant Rebates! Point-of-Sale Foodservice Initiative**

Phone

Email

**PRIMARY APPLICATION PROCESSING CONTACT** (if different from above)

---

Name

---

Title

---

Phone

---

Email

## Instant Rebates! Point-of-Sale Foodservice Initiative

### 5. INITIATIVE PARTICIPATION ACTIVATION

Qualifying Dealer and Initiative Implementer have caused this Agreement to be executed by its duly authorized representative.

#### QUALIFYING DEALER SIGNATURE

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

#### INITIATIVE IMPLEMENTER SIGNATURE *(for Implementer use only)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Please make a copy of this Agreement for your records, and then submit the original signed and initialed document*

*By mail to:*

**Energy Solutions  
77 Franklin Street, 7th Floor  
Boston, MA 02110**

*Or electronically to:*

**[Instantrebates-ne@energy-solution.com](mailto:Instantrebates-ne@energy-solution.com)**

