

# SAVE ENERGY WITH HIGH-EFFICIENCY KITCHEN EQUIPMENT



## 2022 NEW HAMPSHIRE Commercial Natural Gas Rebates



### APPLICATION INSTRUCTIONS

For Liberty & Unitil natural gas Business and Municipal natural gas customers only.

- Purchase and install the qualifying equipment.  
**Must be installed between 1/1/2022 and 12/31/2022.**
- Return the completed application along with the following items:  
**All are required to process application.** (Contact below with any questions)
  - Completed and signed application
  - A picture of the item installed and one of the nameplate
  - Copy of a dated work order / paid-in-full invoice / receipt that identifies:
    - Quantity of Installed Equipment
    - Equipment & Installation Costs
    - Manufacturer
    - Model & Serial Number
    - Contractor/Supply House
    - Contractor/Supply House's Contact Info
- Return to: (via email or mail):  
**Resilient Buildings Group**  
**46 S Main St, Suite #7, Concord, NH, 03301**

For questions call (603) 518-6634 or email [NHSaves@resilientbuildingsgroup.com](mailto:NHSaves@resilientbuildingsgroup.com)

**Program Details:** This rebate program applies to equipment purchased and installed between January 1, 2022 and December 31, 2022. Applications will be processed on a first come first serve basis while funding is available.

*Reminder: Retain a copy of the completed rebate form for your records.*

## 2022 NEW HAMPSHIRE NATURAL GAS "HIGH-EFFICIENCY" KITCHEN EQUIPMENT REBATES

COMMERCIAL KITCHEN EQUIPMENT (HIGH-EFFICIENCY (HE) OR ENERGY STAR (ES))			
TYPE OF EQUIPMENT	REBATE	TYPE OF EQUIPMENT	REBATE
Combination Oven (ES)	\$1,000	Fryer (ES)	\$1,000
Convection Oven (ES)	\$1,000	Rack Oven (ES)	\$1,000
Conveyor Broiler less than 22" wide (HE)	\$2,000	Steamer (ES)	\$1,000
Conveyor Broiler 22" to 28" wide (HE)	\$2,500	Griddle (ES)	\$500
Conveyor Broiler greater than 28" wide (HE)	\$3,000	Pre-Rinse Spray Valve (HE)	\$50
Conveyor Oven (HE)	\$1,000		

A list of qualifying kitchen equipment is available at [NHSaves.com](http://NHSaves.com)

Powered by:



Liberty™



Unitil

# 2022 NATURAL GAS Prescriptive Kitchen Equipment Rebate

For Liberty & Unitil natural gas Business and natural gas Municipal customers only

## APPLICATION INSTRUCTIONS

Please Complete Steps 1-5 and contact utility representative with any questions.

### RESILIENT BUILDINGS GROUP

46 S Main St, Suite #7  
Concord, NH, 03301

For questions call (603) 518-6634  
or email  
NHSaves@resilientbuildingsgroup.com

### STEP 1 CUSTOMER INFORMATION

Select your natural gas company:  Liberty or  Unitil

Date: \_\_\_\_\_

Liberty Account #: \_\_\_\_\_

Unitil Account #: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Installation Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### STEP 2 CONTRACTOR INFORMATION (if self-installed leave blank)

Fields labeled with "\*" are optional

Contractor Company (if applicable): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\*Supply House: \_\_\_\_\_

\*Supply House Sales Person: \_\_\_\_\_

### STEP 3 PAYEE INFORMATION

Check Payable to:  Customer  Contractor  Other


Payment To: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### STEP 4 PROJECT COMPLETION—ACCEPTANCE OF TERMS

I hereby request a Rebate for the equipment listed. Attached are copies of all receipts or invoices. I have read and agree to the Terms and Conditions on the reverse of this form. I certify that a licensed contractor has installed the listed equipment (when applicable) in accordance with Program Guidelines and Terms and Conditions. I certify that I have seen the Energy-Efficient Measures that have been installed and I am satisfied with their installation.

DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ AUTHORIZED SIGNATURE 

### STEP 5 COMPLETE BELOW AND RETURN APPLICATION TO UTILITY REPRESENTATIVE

#### COMMERCIAL KITCHEN EQUIPMENT

UNIT TYPE	MANUFACTURER/MODEL NUMBER	INCENTIVE PER ITEM	QUANTITY	TOTAL INCENTIVE

If this equipment is part of a new construction or major renovation, please contact the utility representative above as other items can also be reviewed for additional incentives.



# TERMS AND CONDITIONS

## 1. DEFINITIONS

- (a) "Program Administrator" means Liberty and Unutil, as applicable.
- (b) "Customers" are commercial natural gas customers in New Hampshire on a qualifying rate code.
- (c) "Rebate" means those payment(s) made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (d) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (e) "EEMs" are those energy efficiency measures described in the Program Materials or other custom measures that may be approved, in writing, by the Program Administrator.
- (f) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs, and other Program requirements.

## 2. CUSTOMER ELIGIBILITY\*

- (a) You must be an eligible natural gas customer with a valid account number of a Program Administrator to participate and qualify for a Rebate.
- (b) Equipment purchases and installations made between January 1, 2022 and December 31, 2022 are eligible for Rebates. Rebates are available on a first-come, first-served basis and are subject to change at any time without notice.
- (c) Equipment must be installed by a licensed heating or plumbing contractor at the Customer's address listed on the Rebate form.
- (d) The Customer must send a complete signed Rebate form, along with original dated receipts and any other required information or documentation, to the Program Administrator by 12/31/2022.

## 3. INSTALLATION VERIFICATION

The Program Administrator is not obligated to pay any Rebate until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. The Program Administrator or its representatives reserve the right to perform pre- and post-installation monitoring and inspection of the installed equipment for a three-year period following the completion of the installation in order to determine the energy savings. If the Program Administrator determines that any EEMs were not installed in accordance with program requirements, the Program Administrator shall have the right to require modifications before having the obligation to make any Rebate payments. To the extent applicable, the Program Administrator may, at its sole discretion, withhold payment of any Rebate until the Program Administrator verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions and the Program Materials. The Customer shall provide access and information to the Program Administrator and reasonably cooperate in good faith with the Program Administrator regarding such activity. The Customer understands that the scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. Maximum rebate amount cannot exceed purchase price.

## 4. NO WARRANTIES OR REPRESENTATIONS

- (a) TO THE FULLEST EXTENT ALLOWED BY LAW, THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER, OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT OR ANY 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. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION, OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER 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 PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD-PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR 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.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering, or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly based on its own judgment or indirectly based on the advice of its independent expert, not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size, and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed and meets Program requirements and applicable laws, regulations, and codes.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 4 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

## 5. CHANGES TO HIGH-EFFICIENCY EQUIPMENT REBATE PROGRAM

The Customer understands that the Program is subject to change by the Program Administrator, at its sole discretion, without prior notice to the Customer. The Customer further understands that Rebate offers may increase or decrease at any time..

## 6. TAX LIABILITY

Participants in the Program may be subject to tax liability for the value of goods and services received through the Program pursuant to state or federal income tax codes. The Program Administrator and the rebate administrator are not responsible for any tax liability that may be imposed as a result of receipt of the Rebates provided by the Program Administrator to the Customer.

# TERMS AND CONDITIONS (CONTINUED)

## 7. INDEMNIFICATION

The Customer shall indemnify, defend, and hold harmless Program Administrator, its affiliates, and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), arising directly or indirectly out of or in connection with the installation or related services and material or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any contractor, subcontractor, agent, third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The provisions of this Section 7 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

## 8. LIMITATION OF LIABILITY

To the fullest extent allowed by law, the Program Administrator's liability shall be limited to paying approved Rebates in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall have absolutely no liability to the Customer or any other party for any other obligation. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or any other theory of recovery shall the Program Administrator be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive, or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) the Program Administrator was advised or aware that such damages might be incurred. The provisions of this Section 8 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

## 9. RELEASE

To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a Rebate(s)), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program and associated work or items, or these Terms and Conditions. The provisions of this Section 9 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

## 10. REBATE AMOUNTS

The Program Administrator shall provide Rebate(s) for approved equipment up to the Rebate amount indicated in the Customer's application. Projects greater than ten (10) units and/or \$10,000 in Rebates require pre-approval from the Program Administrator for rebate funds to be reserved. Please include any sponsor pre-approval with claim submission. The Company will not provide incentives that are more than the cost of equipment and installation, and will limit the incentive amounts per project at the discretion of the Program Administrator.

## 11. MONITORING AND INSPECTION

The Program Administrator or its representatives reserve the right to perform pre- and post-installation monitoring and inspection of the installed equipment for a three year period following the completion of the installation in order to determine the energy savings. The Customer shall provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. The scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. The provisions of this Section 11 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

## 12. MISCELLANEOUS

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New Hampshire.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 4, 6, 7, 8, 9, and 11, and any other provision that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.
- (g) Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related to the Program may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

## 13. REBATE PAYMENT

- (a) Pending approval, we will process and mail the rebate within **6-8 weeks** of receipt of the properly completed and signed application.
- (b) Participants who receive equipment incentives through another energy efficiency program offered by the participating utilities are not eligible to receive incentives directly through this Program for the same equipment.

## 14. PAYMENTS ASSIGNABLE TO A THIRD PARTY

- (a) The Customer may request that the incentive be paid directly to a third party by so indicating in the Program Application. Notification of third-party payment will be sent to the Customer ("Account Holder") upon submission of the Program Application for the purpose of customer confirmation.
- (b) If no payment choice is made, the Company will send the incentive payment directly to the Customer ("Account Holder") at the address indicated in the Program Application.