

National Grid Commercial Energy Efficiency Programs

Terms & Conditions

Massachusetts, New Hampshire, New York City, Long Island & Rhode Island

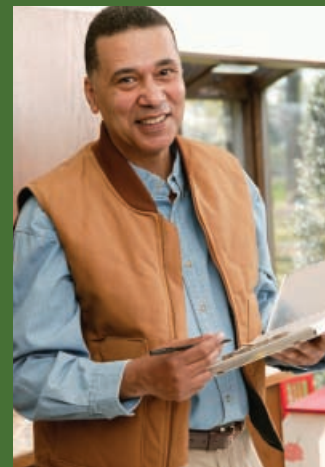
- 1. Program Rebates** - Subject to these Terms & Conditions, National Grid ("the Company"), through its contractual vendor, will pay rebates to eligible National Grid Gas Customers for the installation of specific Energy Efficiency Improvements ("EELs") described in the application as Prescriptive Energy Efficiency Measures.
- 2. Customer Eligibility** - National Grid customers are eligible if they are firm tariff gas customers on qualifying commercial rate code and they are directly responsible for the payment of the National Grid energy bills for the facility in which they do business. EEL installations must be completed between 1/1/2009 and 11/30/2009. Applications must be received by 12/31/2009. Check www.thinksmarthinkgreen.com frequently for program updates or installation extensions.
- 3. Energy Efficiency Improvements (EELs)** - (a) The Company will only pay rebates for the specific EELs listed on the front of the Application. There will be no rebate payments for substitute EELs unless the substitute is approved by the Company in writing and in advance of installation. (b) All EEL installations must be installed in conformance with state and local code requirements and by properly licensed contractors.
- 4. Post-Installation Work Verification** - The Company reserves the right to not pay any rebate until it has performed a verification of the specified installation. If the Company determines that the EELs were not installed in a manner that is consistent with Program guidelines and applicable state and local code requirements, the Company may require that the installation be modified before making any rebate payments. The cost of such modifications is the responsibility of the Customer.
- 5. Rebate Amounts** - The Company will provide rebates for approved equipment, equal to the rebate amount indicated in the program literature and within this Application. The Company reserves the right to change its rebate amounts without notice in addition to negotiating a lower rebate amount on a per-unit basis in the case of multiple installations at the same site. The rebate may not exceed the installed cost of the EELs. The Company will not provide rebates of more than 50% of the cost of equipment and installation and will limit the rebate amounts at \$100,000 per project.
- 6. Proof-of-Cost of Installation** - The Customer must submit copies of all itemized invoices documenting the installation (including all materials, labor and equipment invoices), which reflect the actual cost of purchasing and installing the equipment. In addition, the Company may request any other reasonable documentation or verification of the date of installation or the cost to the Customer of purchasing and installing the equipment. The documentation shall be provided with the submission of this application.
- 7. Indemnification** - Customer shall defend, indemnify and hold harmless the Company and its officers, directors, employees, agents, servants and assigns from and against any and all losses, claims, demands and/or liability for damage to property, injury or death of any person, or any other liability incurred by the Company, including all expenses, legal or otherwise, arising out of or related to the equipment or installation, except to the extent attributable to the negligence of Company. In no event shall Company's liability to Customer exceed the incentive amounts.
- 8. Payment** - The Company, through the Vendor, expects to make incentive payments to eligible customers within 45 days of a satisfactory work verification. The customer must refund any incentive made to the extent the contractor or equipment does not satisfy program requirements.
- 9. Installation Service Cost** - The Company will recognize material and installation costs only to the extent that they are reasonable and actually incurred by the Customer and fall within the guidelines of the Program.
- 10. No Warranties** - The Company and the Vendor does not endorse, guarantee or warrant any particular contractor, manufacturer or product installation. The Company and the Vendor do not make any representation of any kind regarding the results to be achieved by the equipment or the adequacy or safety of such equipment.
- 11. Limited Scope Review** - The scope of review by the Company and the Vendor and their inspector of the installation of the equipment is limited solely to determine whether rebates are payable. It does not include any kind of safety or code review, and should not be relied upon as one.
- 12. Changes in the Energy Savings Program** - The Program and these Terms & Conditions may be changed by the Company at any time without notice.
- 13. Payments Assignable to a Third Party** - (a) The Customer may request that the Company's Energy Efficiency Program rebate be paid directly to a third party by so indicating in this application. Notification of third-party payment will be sent to customer upon submission of application. (b) If no payment choice is made, the Company will send the payment to the Customer directly at the address indicated in this Application.
- 14. No Tax Liability to the Company** - The Company is not responsible for any tax liability which may be imposed as a result of receipt of the rebate by the Customer.
- 15. Contractor Insurance** - The Company is not responsible for any damage that may be caused as a result of an installation of any equipment. It is the responsibility of the customer to select qualified Contractors who carry adequate insurance coverage.

National Grid is one of the largest investor-owned energy companies in the world. In the US, we serve nearly 5 million electric and 3.4 million gas customers in Massachusetts, New Hampshire, New York and Rhode Island. Save energy and money with our award-winning efficiency programs. Visit www.thinksmarthinkgreen.com

Natural Gas Controls Prescriptive Rebate Application for Business and Multifamily Buildings



- ENERGY STAR® Thermostats
- Boiler Reset Controls
- Steam Traps



Mixed Sources
Product group from well-managed forests, controlled sources and recycled wood or fibre
www.fsc.org Cert no. SW-COC-003624
© 1996 Forest Stewardship Council



CGCTAS 1-09

nationalgrid

The power of action.™



Controls Prescriptive Rebate Application

Please review terms and conditions. Form must be completed entirely to be processed.

Follow these steps to participate:

- 1) Have a qualified professional install the energy efficiency measures.
- 2) Complete this simple application and calculate your anticipated rebate.
- 3) Return your completed application along with a copy of your dated work order/invoice/receipt that identifies the
 - prescriptive energy efficiency measure(s) eligible for rebate
 - quantity installed
 - installer information
 - installation costs
 UPC Codes required for thermostat rebate

Mail to: National Grid Efficiency

40 Washington Street, Suite 2000
Westborough, MA 01581
1-800-292-2032

This program is available to National Grid heating customers for installations completed between 1/1/2009 and 11/30/2009. Applications must be received by 12/31/2009.

Work Completion and Rebate Validation.

I hereby affirm the following Prescriptive Energy Efficiency Measures have been installed. I acknowledge that all work is subject to on-site work verification and inspection as may be required by state and local law and by National Grid. I am aware of and agree to the Terms & Conditions stated on the reverse side of this application and am attaching copies of itemized proofs of purchase and invoices for the installation performed.

Customer: _____ Account #: _____

Street: _____ City: _____

State: _____ Zip: _____ Business Phone: _____

Primary use of this facility: Multifamily Industrial Commercial

Contact Name: _____ Email: _____

Payee Name: _____ Payee Tax ID Number: (must provide) _____

Street: _____ Attention: _____

(where rebate will be mailed if different from above)

City: _____ State: _____ Zip: _____

National Grid Representative: _____

CONTRACTOR INFORMATION

Contractor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

REBATE INFORMATION

PRESCRIPTIVE ENERGY EFFICIENCY IMPROVEMENTS	REBATE AMOUNT	TOTAL INSTALLED	INSTALLED COST	MANUFACTURER	MODEL NUMBER	ANTICIPATED REBATE
<input type="checkbox"/> ENERGY STAR Thermostats, limit 5 (must include UPC code)	\$25.00/ea.	5	\$338.89	Rite-Temp	8022C sku#467-430	\$125.00
<input type="checkbox"/> ENERGY STAR Thermostats, limit 5 (must include UPC code)	\$25.00/ea.					
<input type="checkbox"/> Boiler Reset 1 stage (after factory install), limit 2*	\$150.00/ea.					
<input type="checkbox"/> Boiler Reset multi-stage, (after factory install) limit 2*	\$250.00/ea.					
<input type="checkbox"/> Steam Traps, limit 100	\$25.00/ea.					

* Boiler reset must be an add on, after factory install. ONE ACCOUNT NUMBER PER FORM. SOME RESTRICTIONS MAY APPLY. REBATE OFFERS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

TOTAL REBATE

Where did you hear about this program? Sales Rep/Account Executive Heating Contractor Energy Auditor Equipment Supplier Trade Show Print Advertising Internet Radio/TV Other

Customer Signature: _____ Date: _____