

Business Energy Services Participation Agreement 2026

This agreement is between NV Energy and a qualified program Applicant ("Applicant"). Applicant is defined as either the NV Energy customer, or in cases where the building owner is implementing the measures, the building owner can be the applicant.

Applicant certifies that they will be installing one or more qualified energy efficiency measures that meet the specifications defined in the appropriate Business Energy Services application and that these measures will be installed in an eligible facility that purchases electricity directly from NV Energy. Applicant also certifies that the installation of energy efficiency measures were completed on the Measure Installation/Project Completion date listed below.

Applicant acknowledges that the cash incentive will be paid to applicant (or their designee) only after Business Energy Services has determined that all program terms and conditions have been met. The complete set of terms and conditions are provided in the Business Energy Services Policies and Procedures Manual which can be found at www.nvenergy.com/bes. Selective terms and conditions include:

- **No final applications will be accepted without the submittal of a Pre-Notification Application.**
- The applicant shall be required to refund the incentive they receive if the measures do not remain installed for a period of five (5) years or the expected life of the measure, whichever is greater, or the facility where the measures are installed ceases to be a bundled, full requirement's customer of NV Energy during the said time period.
- Available funding for incentives is limited. Applicants are strongly encouraged to notify Business Energy Services via pre-notification process before the measures are purchased and installed to determine if funding is available.
- For customers qualifying as Small Businesses per the Business Energy Services Policies and Procedures, the amount of incentive paid cannot exceed 90% of the cost of the project. For all other customers, the amount of incentive paid cannot exceed 50% of the cost of the project. Internal labor costs may be considered when determining the incremental measure cost. Please review application to see which costs are accepted. The paid incentive amount will vary from the calculated incentive when a facility or NV Energy customer receives total incentive payments that exceed the tiers stated in the Incentive Limits & Tiers in the Instructions & Guidelines of this application within a calendar year for any one program.
- Business Energy Services reserves the right to require the Applicant provide documentation that establishes the eligibility and cost of the installed measures. The required documentation may include, but is not limited to, copies of invoices and product specification sheets.
- For certain measures, the incentive amount will be determined based upon the estimated amount of energy savings. The Applicant may be required to provide documentation on energy savings calculations and assumptions. Business Energy Services will have sole and exclusive rights to determine the estimated savings amount, and thus the incentive amount to be paid.
- The Applicant acknowledges that the incentive may be taxable and that the Applicant is solely responsible for the payment of any resulting taxes. Business Energy Services will report incentives to the IRS as required by IRS regulations.
- **Applicant agrees, for a period of five (5) years, to allow NV Energy or its assigned contractor, to conduct on-site inspections to verify that the qualified measures are installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved.**
- **Final applications received more than thirty (30) days after the installation of the qualified measures are subject to disqualification for the incentive.**
- Business Energy Services provides no guarantee of energy savings and does not warranty any products or services provided by other parties in any way.

Applicant Signature:	Date:
Applicant Printed Name:	Measure Installation/Project Completion Date (To be filled out by assigned engineer at project completion):
Applicant Business Name:	Total Measure Costs (To be added by assigned engineer at project completion):

NOTE: The final incentive amount may be affected by overall Tiering and/or the Project Cost Limit.

