



NV Energy Southern Nevada Customer PowerShift Discount Form Variable-Speed Pool Pumps

Qualifications

1. The qualifying PowerShift pool pump discount is available only to NV Energy southern Nevada customers.
2. Pool pump must be located in the NV Energy south service territory.
3. Pool pumps must be new and among the eligible ENERGY STAR® brands and models. Used pumps or rebuilt motors are ineligible for incentives.
4. Pumps intended for water features, slides, stand-alone spas, or booster pumps are ineligible.
5. Qualifying pumps must be purchased and installed for a residential single-family home in the south NV Energy service area.
6. Incentive cannot be used when replacing a variable speed pump.
7. Limit one incentive per site.

Steps to Apply

1. Purchase a qualifying pool pump and have it installed (or self-install) the pool pump.
2. Choose and contact an approved calibration technician to optimize your new pool pump settings.
3. Once the pool pump has been calibrated, submit your application online, via mail, or email within **60 days of pool pump purchase**.
4. Submit a copy of your pool pump proof of purchase **and** the calibration invoice with your application.
5. Once the pump has been calibrated and both invoices have been received, you will receive your incentive check within 30 days.

Please complete all sections of the application

Application Account Information									
NV Energy Account Number									
Customer Information									
First Name (as it appears on utility bill)				Last Name (as it appears on utility bill)					
Installation Address 1			Installation Address 2						
City		State		NV	Postal Code		Country		US
Phone Number			Email						
Mailing address 1 (If different from Installation address)						Mailing address 2			
Mailing City		Mailing State		Mailing Postal Code		Mailing Country			
First Name (if different from customer)				Last Name (if different from customer)					
Phone Number (if different from customer)			Email (if different from customer)						
Have you participated in this offering in the past? <i>*If yes, please contact us at (702) 781-3620.</i>							Yes*	No	

Customer Signature

Date

Old Pool Pump Information (must be single speed pump)				
Replacement of Pool Pump			Yes*	No
Old Pump Daily Operating Hours		Old Pump Horsepower		
New Pump Information				
Pump Manufacturer		Pump Serial Number		
Pump Model Number		Pump Horsepower		
Date of Sale		Purchase Location		
Total Pool Pump Cost <i>(Price including incentive, but without installation or other costs)</i>				
Installation Date				

ENERGY STAR Variable-Speed Pump Calibration Information – Information to be provided by the Pool Professional Calibrator

Settings After Calibration				
Date of Calibration				
Low Speed Setting Hours per Day				
High Speed Setting Hours per Day				
Low Speed Setting Watts				
High Speed Setting Watts				
Peak Avoidance Compliance I certify the variable speed pump is set up in compliance with the offering Peak Avoidance requirements with a maximum RPM of 1200 between 3PM and 7PM. If not compliant with Peak Avoidance, please provide reasons in the comment/notes section below. <i>*If no, please provide comments/notes below.</i>			Yes	No*
Comments/Notes				
Calibrator Company Information				
Company Name				
Calibrator Information				
Technician First Name		Technician Last Name		

The NV Energy Pool Pump Program, administered by CLEAResult Consulting Inc. (“CLEAResult”), provides technical assistance, information and incentives to eligible customers located in the southern territory customers of Nevada Power Company dba NV Energy (“Sponsor”) to install and implement energy efficient measures. The Program is offered on a first come, first-served basis while funding lasts.

STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "**Agreement**") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("**CLEAResult**"), and Customer for the purpose of evaluating and installing energy efficient measures ("**EEM**") under the NV Energy Residential Pool Pump Program funded by Nevada Power Company dba NV Energy, a Nevada corporation ("**Sponsor**"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "**PUC**"), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
- 2. ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program; provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
- 3. INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
- 4. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
- 5. CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- 6. NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- 7. INDEMNIFICATION; LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
- 8. MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Nevada, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.