



**2012 RESIDENTIAL  
SOLAR SPACE HEATING SYSTEM  
UP FRONT INCENTIVE RESERVATION APPLICATION INSTRUCTIONS**

**NOTE:** RESERVATION FUNDING FOR A PROJECT IS CONTINGENT UPON AN APPROVED ENERGY SAVINGS AND DESIGN REPORT (ES&D)

Instructions for submitting Reservation Application:

**1. Complete and submit a Reservation Packet**

The reservation packet consists of:

- A quote from your installer providing itemized cost for the system
  - A completed and signed Reservation Application and Credit Purchase Agreement
- The Reservation Packet must be submitted electronically to [residential-geo@aps.com](mailto:residential-geo@aps.com).

**APS will not accept incomplete applications. Please note:**

- APS is not responsible for applications not received due to an undeliverable email address
- A reservation application will not be accepted unless it is signed by the APS customer of record

**2. Receive Reservation Confirmation**

When your reservation has been reviewed, you will receive written notification that your reservation Application was approved.

**Important Note:**

If any information provided on the Incentive Application changes, please submit a signed amended incentive reservation application to APS at [residential-geo@aps.com](mailto:residential-geo@aps.com).

**3. Proof of Advancement**

As part of the Proof of Project Advancement, an Energy Savings & Designed Output (ES&D) report is required based on the technology. Proof of Project Advancement includes, at a minimum, applicable municipal permits, design drawings, and commitments to procure system equipment.

**4. Proceed with installation and obtain necessary municipal clearances.** (Typically your equipment dealer /installer will assist you in obtaining any necessary clearances).

**5. Request Incentive Payment.**

Please submit the following so that an incentive payment can be issued:

- Installation Certification form signed by both the dealer and the installer
- Copy of PAID invoice confirming the purchase price, payment, and installation by an Arizona licensed contractor
- Copy of green tag / city clearance (or letter in lieu if applicable)
- W-9
- Please include the project reservation # in your email when submitting these final documents, as not supplying the reservation # can cause significant time delays

**Submit all program documents to: [residential-geo@aps.com](mailto:residential-geo@aps.com)**



**2012 RESIDENTIAL  
SOLAR SPACE HEATING SYSTEM  
UP FRONT INCENTIVE RESERVATION APPLICATION  
AND CREDIT PURCHASE AGREEMENT (“CPA”)**

This program is funded by APS customers with the concurrence of the Arizona Corporation Commission

This Solar Space Heating System Reservation Application and Credit Purchase Agreement (the “Incentive Agreement”), dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is made by and between Customer and Arizona Public Service Company, an Arizona Corporation (“APS”). This Incentive Agreement is entered into based on the following considerations, each of which the Parties agree is a necessary part of the terms and conditions that follow:

- 1) Customer is the APS retail customer of record for the Property. APS supplies the Customer’s electrical power requirements.
- 2) Customer plans to install a Solar Space Heating System (the “System”) on its property (the “Property”), which is in the APS service territory.
- 3) APS will take title to and interest in any environmental credits associated with the annual kWh savings (based on the Energy savings and Delivered Output Report (ES&D Report)) resulting from the operation of the System. APS will pay Customer for such credits (“Credit Purchase Payment” or “CPP” in accordance with the terms and conditions provided herein).

**RESERVATION APPLICATION**

**APS Customer Name** \_\_\_\_\_

(This should match customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, you are responsible for contacting the APS call center and making the account name change PRIOR to submitting the reservation application).

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

(The System must be installed at the same address where the customer’s meter is located, and cannot be separated by private or public property or right of way).

Is the property:  Owned  Leased

If leased, a Landlord-Tenant rider will be required and must be submitted with the application (located at [www.aps.com/solarforms](http://www.aps.com/solarforms)). A copy of the lease agreement will also be required.

APS Account Number \* \_\_\_\_\_ Meter Number \* (6 digits) \_\_\_\_\_

**(Meter Number associated with installation address)**

Do you currently have another renewable energy system interconnected to the meter at this location?  Yes  No

If Yes:

Date of Installation \_\_\_\_\_

System Size \_\_\_\_\_

Type: \_\_\_ PV \_\_\_ Geothermal \_\_\_ Solar Thermal \_\_\_ Other

Is this a system expansion?  Yes  No

\*If there is currently no electrical service at the installation site, please leave account and meter number blank and check here.

**APS CUSTOMER CONTACT INFORMATION** (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

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

Is Customer a dealer or manufacturer of Systems?

Yes     No

**If customer is a dealer or a manufacturer of the system components, system costs are limited to actual costs rather than retail.**

**INSTALLER INFORMATION** (If same as equipment dealer, check here )

**Installer Name (please supply full legal name)** \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

**Installer's Arizona Registrar of Contractors (AZROC) License Information**

Number \_\_\_\_\_ Class \_\_\_\_\_ Expiration \_\_\_\_\_

**EQUIPMENT DEALER INFORMATION**

**Dealer Name (please supply full legal name)** \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

**Dealer's Arizona Registrar of Contractors (AZROC) License Information**

Number \_\_\_\_\_ Class \_\_\_\_\_ Expiration \_\_\_\_\_

**SYSTEM OWNER INFORMATION (if different than customer)**

**Company Name (please supply full legal name)** \_\_\_\_\_

Contact Name \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

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

BY ITS SIGNATURE BELOW, SYSTEM OWNER CERTIFIES THAT, PURSUANT TO A LEASE AGREEMENT OR OTHERWISE, ANY AND ALL RENEWABLE ENERGY CREDITS PRODUCED BY THE SYSTEM SHALL BE OWNED BY APS AND THE SYSTEM OWNER SHALL CLAIM NO RIGHT OR TITLE TO, NOR ANY INTEREST IN, SUCH CREDITS.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SYSTEM INFORMATION [Please contact your dealer if unsure of the information to provide in this section]**

Estimated Installation Date \_\_\_\_\_

Estimated Total Project Costs \_\_\_\_\_

**IF YOUR RESERVATION IS APPROVED, YOU WILL BE REQUIRED TO SUBMIT AN ENERGY SAVINGS AND DESIGNED OUTPUT (“ES&D”) REPORT.**

The ES&D report must include either a testing certification for a substantially similar system prepared by a publicly funded laboratory, or an engineering report stamped by a registered professional engineer. The ES&D report shall provide a description of the system and major components, designed performance, system output and the report shall identify applicable standards and/or codes used in system design and a brief history of the components used in similar applications. If the system design differs from the recognized industry best practices, as described in the equipment qualifications listed in the Plan for the qualifying technology, the ES&D report must contain a certification that the system design is at least as effective as the specified requirements. The ES&D report must include:

- Executive/Project Summary
  - o Designed System/Component Life Expectancy and Maintenance Interval Requirements
  - o Resource / Fuel Source Content, Quality, Forecasted Availability of Supply
  - o Description of Metering Sources & Locations by Physical location
  - o Production and/or Savings Estimates (kW & kWh and/or BTU conversions & assumptions)
  - o Native Load / Energy Usage Impact: Load Reduction / Savings and/ or Net Exporter to Utility
  - o Verification of Design Compliance to APS’s Distributed Energy Administration Plan’s Equipment Qualifications Specifications and, if applicable, APS’s Interconnection Requirements for Distributed Generation
- Contractor Qualifications
- Testing certification for a substantially similar system prepared by a publicly funded laboratory, or an engineering report stamped by a registered professional engineer
- SRCC Product and /or System Rating Certification(s)
- Annual Heat Load, Design Annual Building Loss
- System Design (Electrical and/or Thermal), Process and Instrument Diagram(s) & One-line Diagram(s)
- Project Site Map
- Site Plan and Site Elevation indicating Metering Sources & Locations

**Please note: APS will not accept incomplete ES&Ds. The above-listed items must be submitted at the same time for the ES&D to be considered complete. **ES&D packets should be sent to [commercial-renewablesES&D@aps.com](mailto:commercial-renewablesES&D@aps.com). Please note that this is a different email address than the one for reservation applications.****

**INCENTIVE REQUEST**

Available incentive is a one-time payment of \$0.50 per first year’s kilowatt hour savings based on the Solar Space Heating Incentive Calculator up to a maximum incentive of 50% of the total system cost.

**Incentive Amount Requested:** As calculated in Step 10 of the Solar Space Heating Incentive Calculator \_\_\_\_\_

**PAYMENT TO THIRD PARTY**

Any request for APS to issue the incentive payment to a third party shall be made on the Installation Certification form and shall be subject to the terms and conditions stated therein

**Have you provided the required attachments?**

- A quote from your installer which includes a written system description and an itemized list of system components (must be SRCC OG-100 rated in order to qualify for an incentive)
- A copy of the Solar Space Heating Incentive calculator
- Cost total of program related vs. non-program related items (e.g. high performance filters, supply and return ducts, radiant flooring, etc.)
- A Landlord-Tenant Rider, if applicable

**If your reservation is approved, please note the following required timelines:**

1. **Must provide proof of project advancement at 90 days from reservation date. Including:**
  - a. **ES&D Report (sent to [commercial-renewablesES&D.com](mailto:commercial-renewablesES&D.com))**
2. **System must be installed within 180 days from reservation date.**

**Projects not meeting these timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at [residential-geo@aps.com](mailto:residential-geo@aps.com).**

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

**Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.**

**CUSTOMER:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title/Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**In order for an application to be submitted, please submit this request electronically to [residential-geo@aps.com](mailto:residential-geo@aps.com). **Send one email per reservation application packet. DO NOT combine multiple application packets into one email, as they will not be accepted.** Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to [residential-geo@aps.com](mailto:residential-geo@aps.com).**

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- **A reservation application will not be accepted unless it is signed by the APS customer of record**

## CREDIT PURCHASE AGREEMENT

- 1) APS Renewable Energy Incentive Program [the “Program”] funds will be reserved only after a signed Incentive Agreement has been approved by APS. APS will notify Customer in writing when the Incentive Agreement has been approved. Customer agrees that approval of the Incentive Agreement does not entitle Customer to any payment from APS; Customer must comply with all terms and conditions of the Incentive Agreement in order to receive payment. **If approved, Customer has 180 days from the date of this Incentive Agreement to purchase and install a system that meets the requirements set forth in Paragraph 4 below.**
- 2) As with any significant purchase, customer is encouraged to shop around when considering a system and should check references and otherwise perform its own due diligence with respect to any installer that it hires. APS does not endorse the workmanship of any contractor, nor does it guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by any contractor. Customer shall remain solely and exclusively responsible for the selection of the installer and APS shall have no liability with respect to the installer or its work.
- 3) **APS will require dealer, installer and the Customer to execute an Acceptance and Commissioning of System Agreement (the “Commissioning Form”) certifying that the System meets the foregoing requirements.** The parties acknowledge and agree that the Credit Purchase Payment is specifically conditioned upon the System meeting such requirements and upon APS’ acceptance and approval of the Commissioning Form. APS reserves the right to inspect the System to ensure conformance to such requirements prior to the approval of the Commissioning Form. Customer agrees to make the System and/or the Property available to APS for such inspection within a reasonable time following request by APS. Notwithstanding the inspection rights afforded to APS in this paragraph, Customer shall retain control of and liability for the System and the Property as otherwise established in this Incentive Agreement including, but not limited to, the provisions of Paragraphs 11 and 14 herein.
- 4) APS will pay a one-time incentive of \$0.75 per first year’s kWh savings (as calculated in step 10 of the Solar Space Heating Incentive Calculator with details included in the ES&D Report). Dealers and manufacturers incentives are capped at 50% of the system cost basis. Dealers cannot include installation in the cost basis. Dealers must be able to verify the cost they paid for each system component. Manufacturers cannot include their own technology in the cost basis. Customer may direct that the Credit Purchase Payment be made by APS to the installer, dealer, or manufacturer designated by Customer on the Commissioning Form; provided, however, that APS will not make payment to any designated third party unless and until it receives written acceptance of the System from Customer as part of the Commissioning Form. The Credit Purchase Payment represents APS’ sole obligation to Customer under the terms of this Incentive Agreement.
- 5) An annual spending cap is set each year for the Program. After this cap has been reached, Customers applying for funding will be placed on a wait list. Incentive Agreements are reviewed on a first come, first-served basis.
- 6) Your participation in the Program assumes that you will operate your System continuously for a period of twenty (20) years after you receive the Credit Purchase Payment from us. If you fail to do so, then you will be considered to be out of compliance with the Program requirements and we will be entitled to take certain actions as described in this Section. You are required to notify us within five (5) business days after the System is either removed from your property or is no longer operational (the “Removal Date”).

**Liquidated damages apply if you fail to maintain and operate the System for at least one (1) year after the date you receive the Credit Purchase Payment. In such event, you will be required to reimburse us the total amount of the Credit Purchase Payment in certified funds no later than five (5) business days after your receipt of our request that you refund the Credit Purchase Payment to us. If the Removal Date occurs after the first year but before the end of the tenth year, we reserve the right to request a pro-rated refund of the Credit Purchase Payment. By way of example if you Removal Date occurs in Year 2, you would refund to us 80% of the Credit Purchase Payment, in Year 3, 70%, in Year 4 60%, and so on.**

We may, in our discretion, waive the foregoing reimbursement obligation or any other instance of your non compliance if we determine that the System is not operational due to equipment malfunction or other disrepair that is not attributable to you **and** you are actively and reasonably making diligent, good faith efforts to repair the System and return it to operation. When we receive your reimbursement

payment this Agreement will be deemed terminated and neither APS nor you will have any further obligation to each other, but resolution of our respective obligations and rights will continue to be determined by this Agreement until our relationship with one another is finally and completely resolved.

There are certain important conditions to keep in mind if you sell your property where the System is located.

- You are required to notify us in writing promptly in the event that you intend to sell your property.
- If you sell your property within one (1) year after we pay you the Credit Purchase Payment and your buyer does not continue to operate and maintain the System you will be required to reimburse us the total amount of the Credit Purchase Payment.

If you sell your property more than one (1) year after you receive the Credit Purchase Payment, you must make arrangements to have your buyer agree to these terms and conditions whereby it will continue to operate the System.

- 7) For each kWh hour saved by the System (based on the ES&D Report), there is an associated environmental credit. Title to and ownership of any and all environmental credits associated with Customer's System shall pass from Customer to APS upon payment of the Credit Purchase Payment and APS shall maintain title to and ownership of all such environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of energy from the System. The calculation, use and retirement of any and all environmental credits shall be in the sole and exclusive discretion of APS. **Acceptance of the Credit Purchase Payment by Customer shall operate as a waiver by Customer of any right, title or interest in the environmental credits and shall entitle APS to any and all environmental credits associated with Customer's System both presently and in the future.**
- 8) Customer shall be solely responsible for the payment of any and all taxes applicable to the System and/or the Credit Purchase Payment.

Our Program requires that the installer provide the customer with a minimum of a five year equipment warranty as provided by the system manufacturer, including a minimum warranty period of two years for repair/replacement service. The remaining operational life must be supported by a planned maintenance or equipment replacement schedule.

- 9) APS shall have the right, at any time, to publish information about Customer in connection with its renewable energy programs including, but not limited to, Customer's name, Customer's participation under this Incentive Agreement, the results of Customer's participation, and any payments made to Customer pursuant to this Incentive Agreement. Customer affirmatively waives any cause of action that may arise out of or relate to APS' publication of such information. Customer shall not use APS' name or the name of the APS Renewable Energy Incentive Program in any of its written materials including, but not limited to, advertising and promotional materials, without the prior express written consent of APS.
- 10) Customer understands and agrees that it is solely responsible for, and bears any and all liability for, the payment of all costs associated with the purchase and installation of the System. Customer agrees that any failure of the System shall be the responsibility of Customer and/or the installer and not the responsibility of APS. Additionally, APS is not responsible for ensuring that the design, engineering, or construction of the System is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements or industry standards. APS provides no warranty of any kind, whether express or implied, with respect to the System and/or its installation, manufacture, or reliability, nor does APS warrant or guarantee the amount of energy or energy savings that may be produced by the System. **In no event shall APS be liable to customer for any consequential, special, incidental exemplary or punitive damages in connection with the System and/or its installation, maintenance, or use.**
- 11) It is the Customer's sole responsibility to be informed about and understand any covenants or restrictions that may impact its ability to enter into and comply with the terms of this Incentive Agreement, whether they are federal, state or local, including, but not limited to, homeowners' association covenants or other local neighborhood restrictions. The existence of any such covenants or restrictions, whether in place at the time this Incentive Agreement is executed or instituted at any time thereafter, **shall not** excuse Customer's performance under this Incentive Agreement, and Customer shall be bound to comply with the terms of this Incentive Agreement notwithstanding any such covenants or restrictions.
- 12) Customer's failure at any time to fully comply with its obligations set forth herein shall be deemed a default under this Incentive Agreement ("Default"). In the event of Default, APS shall have the right to any applicable liquidated damages pursuant to Paragraph 7 of this Incentive Agreement, as well as any other damages that may be available to it at law or in equity.

- 13) If any claim of any nature is made by Customer and/or any third party with respect to Customer's System, Customer expressly agrees to indemnify APS and hold it harmless against such claims and any costs and expenses incurred by APS in connection with such claims.
- 14) This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to its principles of conflicts of laws.
- 15) Any dispute relating to this Incentive Agreement, or the breach thereof, shall be submitted to binding arbitration. The arbitration shall be conducted in Phoenix, Arizona and shall be conducted by an arbitrator selected by, and in accordance with the rules of the American Arbitration Association. All costs and expenses of the arbitrator shall be borne equally by the Parties. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no authority to award consequential, treble, exemplary or punitive damages of any type, regardless of whether such damages may be available under any law or right and the Parties hereby affirmatively waive their rights, if any, to recover or claim such damages.
- 16) If any provision of this Incentive Agreement (or any portion thereof) is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Incentive Agreement shall not in any way be affected or impaired thereby.
- 17) The Parties agree that this Incentive Agreement represents the entire agreement between the Parties with respect to the purchase, installation, maintenance and use of the System by Customer and APS' payment of the Credit Purchase Payment to Customer for the same. This Incentive Agreement may not be modified or amended in any way except by a writing signed by both of the Parties.

**CUSTOMER**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date