

2012 Propane Appliance & Heating Safe Installation Rebate Agreement

I. PURPOSE

The program is designed to promote the safe installation of propane as a year-round energy source by encouraging the safe use of propane appliances & primary heat sources. To accomplish this purpose KYPERC shall pay rebates for the installation of Eligible Propane Appliances during the Coverage Period, as defined below. The rebates shall be paid according to this Agreement. The Agreement has three (3) components: A "New Construction Rebate," a "Replace Electric Rebate" and a "Propane Water Heater Replacement" component.

II. DEFINITIONS

The following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

- A. Agreement** – The Propane Appliance Safe Installation Rebate Agreement.
- B. Applicant** – A consumer, builder, HVAC contractor or manufactured home agent who has submitted a complete and timely application.
- C. Application** – The form prescribed by KYPERC for the purpose of applying for a rebate and participating in the Propane Appliance Safe Installation Rebate Program as a Propane Marketer, including all required supporting documentation.
- D. Available Funds** – Money available in the Propane Appliance Safe Installation Rebate Program account consisting of PERC assessments paid by Propane Marketers.
- E. Coverage Period** – January 1, 2012 to December 31, 2012 or until the funding is exhausted.
- F. Delivery Date** – The date of postmark of a mailed Application or the date that a hand-delivered Application is stamped at the KYPERC office.
- G. Eligible Appliances** – Propane-fueled water heaters of either a (i) storage type rated at not less than 30 gallons of water capacity; or (ii) instantaneous-type rated at not less than 50,000 Btu/hour input, Propane Clothing Dryer, Propane Range and/or Cooktop, Primary Residential Heat Sources (hybrid, standard furnace, or hydronic). All Eligible Appliances must comply with the Energy Policy and Conservation Act and must be approved and listed by the American Gas Association's GAMA Consumer Directory of Certified Efficiency Ratings for Residential Propane Equipment.
- H. Eligible Installation** – All eligible installations in Kentucky must occur during the Coverage Period. Installations that are not for permanent use are not eligible for the rebates. Installations in motor homes, travel trailers, garages, are not eligible for the rebates.
- I. Incomplete Applications** – Applications that are filled out incorrectly, incomplete, illegible, mutilated, missing signatures, use outdated forms, or do not have the necessary documentation attached.
- J. KYPERC** – Kentucky Propane Education & Research Council, a Kentucky nonprofit corporation.
- K. KYPERC and PERC Agents** – KYPERC, and members, officers, directors, employees, agents, representatives, affiliates, successors, administrators, public relation firms and assignees of KYPERC.
- L. Program** – Propane Appliance Safe Installation Rebate Program conducted by the KYPERC.
- M. Propane Marketer** – A Kentucky Propane Marketer who operates or manages a retail business, including any branch, outlet or outlets, delivering odorized propane to consumers. The Propane Marketer must be the regular supplier or potential supplier of propane to an applicant, and must have completed and returned the Participation Agreement.
- N. Safety Inspections** – A safety inspection consists of an on-site, qualified system inspection, by or on behalf of a Propane Marketer, to verify that the propane system, including all equipment, is installed in compliance with the Program terms and conditions and all laws, and that the system has passed a pressure or leak test. A "Gas Check" is an acceptable Safety Inspection. Written documentation of the Safety Inspection is required.

III. AVAILABILITY OF FUNDS AND COVERAGE PERIOD

Available Funds are the result of PERC assessments that are paid by propane marketers. Demand for safe installation rebates could exceed Available Funds. The payment of a rebate under the Program or this Agreement is subject to Available Funds. If Available Funds run out during the program year, KYPERC may elect to carry over Applications until the next program year. Marketers are directed to check available fund balance at www.choosepropane.org rather than calling the KYPERC Office.

IV. PROGRAM COMPONENTS

The Program consists of three (3) components. Participating Marketers should check with KYPERC to determine the adequacy of funding prior to implementing a widespread customer outreach.

- A. **Plan A: New Construction Rebate** – This rebate is for the safe installation of an Eligible Water Heater in new construction. This rebate will be worth \$300.00, shall begin January 1, 2012, and will be paid to the Applicant.
- B. **Plan B: Electric Water Heater Replacement Rebate** – This rebate is for the safe replacement of an existing electric water heater with an Eligible Water Heater. This rebate will be worth \$300.00, shall begin January 1, 2012, and will be paid to the Applicant.
- C. **Plan C: New Appliance Installation Rebate** – This rebate is for the installation of a new Propane Clothing Dryer or Propane Range and/or Cooktop. Propane-to-propane replacements are not eligible for this rebate. This rebate will be worth \$300.00, shall begin January 1, 2012, and will be paid to the Applicant.
- D. **Plan D: Propane Water Heater Replacement Rebate** – This rebate is for the replacement of an existing propane water heater with an Eligible Water Heater. This rebate will be worth \$150.00, shall begin January 1, 2012, and will be paid to the Applicant.
- E. **Plan E: Propane Residential Primary Heating System** – This rebate is for the safe installation replacement of an existing all electric primary residential heating system or a new construction installation of a Propane Residential Primary Heating System (Dual Fuel, Standard Furnace, or Hydronic). This rebate will be worth \$600.00 and shall begin January 1, 2012. This rebate does **NOT** include supplemental heat sources including, but not limited to wall heaters, fireplace logs, etc.

V. ELIGIBILITY

- A. **Marketers** – Only Propane Marketers are eligible to participate in the Program. The Propane Marketer is responsible for documenting that an Eligible Installation has occurred, that all Eligible Appliances have been correctly identified, and that a Safety Inspection has been completed and submission of the completed application to KYPERC.
- B. **Applicants** – Applicants receive their rebate from the KYPERC. The Applicant must agree to the terms and conditions stated in the Agreement and the Application form, including allowing an inspection of the installation and agreeing not to modify or move the installation for the prescribed period. Propane Marketers and their agents and employees are not eligible to receive rebates under this Program.
- C. **Eligible Installations** – All installations in KY must be Eligible Installations that have been safety inspected.
- D. **Eligible Appliances** – All Appliances must be Eligible Appliances.
- E. **Safety Inspections** – A Safety Inspection conducted by or on behalf of the participating Propane Marketer must be conducted prior to submission of any rebate application.

VI. **LIMITS ON THE NUMBER OF REBATES PER APPLICANT** Only one rebate shall be paid for each Eligible Installation. An Applicant may apply for one rebate for each Eligible Installation. KYPERC reserves the right to limit the total number of rebates that may be paid to an Applicant to a maximum of \$1,500.00.

VII. APPLICATION FOR REBATE

- A. **Forms** – Rebates must be submitted on an Official 2012 Application form.
- B. **Delivery** – Applications may be mailed or hand delivered to KYPERC for submission. Electronic or facsimile Applications will not be accepted.
- C. **Delivery Date** – All Applications must have a Delivery Date no later than 30 days after the Safety Inspection. KYPERC will reject any Application with a Delivery Date later than the 30-day period. If KYPERC rejects an Application with a late Delivery Date, a re-inspection will have to be performed and the Application resubmitted according to the terms and conditions of this Agreement.
- D. **Incomplete Applications** – A Propane Marketer will be contacted if an Incomplete Application is received and will be asked to resubmit the information. The resubmission must be received by KYPERC within 30-days after KYPERC notifies the Propane Marketer of the Incomplete Application submission be issued a new receipt date for purposes of first-come, first-served funding.
- E. **False or Misleading Information** – An Applicant or Propane Marketer may be suspended from, or declared ineligible to participate in the rebate program if the KYPERC determines that the Applicant or Propane Marketer has submitted false information or otherwise violated Program terms and conditions. Within 30 days after KYPERC suspends or declares an Applicant or Propane Marketer ineligible, the Applicant or Propane Marketer may appeal the action by submitting the appeal in writing to KYPERC.

Actions taken by KYPERC with respect to the appeal will be final. **An Applicant or Propane Marketer who submits false information pertinent to a rebate is subject to criminal and civil penalties including U.S. Mail Fraud statutes.**

F. Processing of Applications - Applications will be considered on a first-come, first-served basis according to receipt dates and postmark of complete and correct Applications.

VIII. PAYMENT OF REBATE

Payment of rebate by KYPERC is subject to the terms and conditions of this Agreement. Completed and approved Applications should have a rebate check issued within 90 days after the Application is received at the KYPERC office, subject to Available Funds. No Applicant has a legal right or other entitlement to receive rebates under the Program or this Agreement. A completed Application does not bind KYPERC to approve or pay a rebate to any applicant.

IX. LIABILITY

Applicant and Propane Marketer agree that the selection, purchase, and ownership of an Eligible Gas Appliance is solely their responsibility and not the responsibility of KYPERC and PERC Agents. KYPERC and PERC Agents will not recommend equipment, dealers or installers. KYPERC and PERC Agents do not make any representation as to the safety, reliability and/or efficiency of the Eligible Propane Appliance selected or any of its components. KYPERC and PERC Agents do not make any warranty whether expressed or implied, including warranty or merchantability or fitness for any particular purpose, use, or application of the products. Applicant and Propane Marketer agree that KYPERC and PERC Agents will not be liable if any person suffers any personal or bodily injury, death, or property damage as a result of the propane appliance or its installation or use. Applicant and Propane Marketer agree that this release of liability is binding on their personal representatives, successors, heirs, assigns, and next of kin.

X. INDEMNIFICATION

Applicant and Propane Marketer agree that in the event KYPERC and PERC Agents become liable by way of contribution, indemnification, judgment, verdict, award, or otherwise, to any other party as a result of any action, Applicant and Propane Marketer agree to indemnify and hold harmless KYPERC and PERC Agents from any and all claims, demands, actual legal costs or other costs or expenses arising out of the actions, regardless of the party choosing to bring the claim. Applicant and Propane Marketer agree that this indemnification provision is binding on their personal representatives, successors, heirs, assigns, and next of kin.

PLEASE PRINT

Company name _____ Date _____

Mailing Address _____ City/State/Zip _____

Daytime phone _____

I understand and agree to all terms and conditions for participation in this Program. I hereby declare that I am authorized to sign this application. By signing this application, I acknowledge that the information stated herein is true, correct and complete to the best of my knowledge.

Company Representative Signature Date

**Mail this signed Agreement to:
KY Propane Education & Research Council
ATTN: 2012 Propane Gas Appliance & Heating Rebate Program
1503 Twilight Trail, Frankfort, KY 40601
Phone (502) 223-5322**

Return original to KYPERC and keep a copy for your records