

**Form 120P
Incentive Application—Standard Equipment
Business Energy Solutions—Existing Buildings**



To be completed by Contractor and Participant

Lockheed Martin Services, Inc. is a Program Management Contractor for Energy Trust of Oregon, Inc.

How did you hear about the Existing Buildings Program?				Program Use Only	
<input type="checkbox"/> Cascade Natural Gas	<input type="checkbox"/> Pacific Power	<input type="checkbox"/> Email	<input type="checkbox"/> Newspaper	Project ID	FastTrack ID
<input type="checkbox"/> Contractor/Professional	<input type="checkbox"/> PGE	<input type="checkbox"/> Event	<input type="checkbox"/> Sales Call		
<input type="checkbox"/> Energy Trust	<input type="checkbox"/> Other Utility	<input type="checkbox"/> Letter or Mail	<input type="checkbox"/> Website		
<input type="checkbox"/> NW Natural	<input type="checkbox"/> Organization	<input type="checkbox"/> Magazine	<input type="checkbox"/> Other		
If Other:		If Other:		Currently Self-directing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
				Eligible to Self-direct?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Eligibility Information

Existing Buildings program incentives are available for qualifying energy efficient equipment to commercial, municipal and institutional customers located in a natural gas or electric utility territory served by Energy Trust. **Program services and incentive offerings may vary by territory.**

- In Oregon, electric customers of Portland General Electric (PGE) or Pacific Power are eligible to apply for incentives for qualifying electric energy saving equipment, and natural gas customers of NW Natural (on rate schedules paying the public purpose charge) or Cascade Natural Gas are eligible to apply for incentives for qualifying natural gas energy saving equipment.
- In Washington, natural gas customers of NW Natural on one of the following rate schedules are eligible to apply for incentives for qualifying natural gas energy saving equipment: commercial firm sales customers served on Schedule 3, 41 and 42.

If you have any questions, please contact us to verify eligibility before you complete this form. Final determination of eligibility for Energy Trust incentives rests solely with Energy Trust.

Participant Information

Which of the following best describes your organization? (select one)			
<input type="checkbox"/> Institution	<input type="checkbox"/> Management Company	<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant
Legal Name (as shown on last income tax return)			
Assumed Business Name (if different from above)			
Contact	Title		
Mailing Address	City	State	Zip
Telephone	Fax		
<input type="checkbox"/> home <input type="checkbox"/> mobile <input type="checkbox"/> office			
Email			

Project and Facility Information

If requesting incentives for the same equipment at different locations please attach a spreadsheet which contains the site address, utility accounts, and quantity and type of equipment installed at each location.

Project Name		County	
Site Address	City	State	Zip
Building Type (select)	Square Footage		
Project Type	<input type="checkbox"/> Equipment Upgrade	<input type="checkbox"/> Tenant Improvement	<input type="checkbox"/> New Construction/Addition <input type="checkbox"/> Renovation/Remodel
Type of Existing Space Heating Equipment	Fuel Source	<input type="checkbox"/> Gas	<input type="checkbox"/> Oil <input type="checkbox"/> Electric

Form 120P
Incentive Application—Standard Equipment
Business Energy Solutions—Existing Buildings



To be completed by Contractor and Participant

Lockheed Martin Services, Inc. is a Program Management Contractor for Energy Trust of Oregon, Inc.

Energy Trust's receipt of all information for delivery of payment. Failure to deliver all required documentation may result in a delay or withholding of payment.

EQUIPMENT DOCUMENTATION: Participant must submit all sales slips, invoices, manufacturer specification sheets and other pertinent documents itemizing the equipment purchased. The proof of purchase documentation submitted must show (i) the date of purchase and itemized price paid, (ii) size, type, make, and model or part number of equipment purchased, and (iii) a description of any installation or other labor charges. In addition to the required proof of purchase documentation, the Program may require additional site or technical information from Participant, for certain equipment, in order to determine whether it qualifies for incentives. Participant will provide Energy Trust with additional proof of purchase or other requested equipment information upon request.

INCENTIVES: Funds for incentives are limited and available on a first-come, first-served basis. Details of the Program, including incentives, are subject to change. Participant must be eligible to receive Energy Trust incentives. Equipment must be installed at the Participant's facility at the site address listed herein and must meet Program requirements in order to qualify for incentives. Equipment efficiency ratings are listed on the most recent, applicable **Program Information Sheets**, which can be found on our website at www.energytrust.org. Incentives paid to any Participant for all applications submitted to Program are limited to a maximum of \$500,000 per site per year.

IMPACT OF SELF-DIRECTION: If Participant is a large energy user located in PGE or Pacific Power territory in Oregon, please be aware that whether or not Participant is eligible to self-direct a portion of its conservation public purpose charge through the Oregon Department of Energy (ODOE) will affect how much incentive funding Energy Trust will provide for the standard equipment. You agree that you will not claim self-direction credits for any equipment that receives Energy Trust incentive funding. With the exception of certain prescribed motors and air conditioning units, Participants that are currently applying self-direction credits against their conservation public purpose charge are generally eligible for up to 50% of the incentive amount that a non self-directing entity would be eligible to receive. If Participant receives the full Energy Trust incentive amount and then determines to self-direct the conservation portion of its public purpose charge within 36 months after receiving the Energy Trust incentive funding, Participant agrees to immediately notify Energy Trust and understands and agrees that it will be required to repay to Energy Trust a pro-rated repayment amount according to the following formula:

Pro Rated Refund Amount = $0.5 \times A \times B$

A = total amount of Energy Trust incentives paid

B = (36 minus the number of months elapsed since payment of the Energy Trust incentive) divided by 36.

VERIFICATION: Equipment installations may be selected for a post-installation inspection or verification. Should Participant's facility be chosen for a post-installation inspection of the equipment, satisfactory completion of that inspection has to occur before payment is issued. This inspection is for the purpose of incentive payment only. No warranty is implied.

TAX LIABILITY: Energy Trust is not responsible for any tax liability which may be imposed on the Participant as a result of payment of any incentives. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

NO ENDORSEMENT: Energy Trust does not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular manufacturers, contractors, products or systems may appear on this application or in the Program does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

EQUIPMENT INSTALLATION: Participant represents that (i) it has the right to install the energy saving equipment on the property on which the equipment is installed and that any necessary consents have been obtained, and (ii) that all equipment installed and work performed complies with all federal, state, and local safety, building and environmental codes, and any manufacturer instructions.

ACCESS AND EVALUATION: Energy Trust and/or its representatives may request access to the property and may review and evaluate the project during and after completion. Participant agrees to provide reasonable access to the property for the purposes described herein.

DISCLAIMER / NO LIABILITY: In connection with some applications, Energy Trust will provide incentive funding for energy saving equipment. Participant understands that, while Energy Trust may provide this funding, neither Energy Trust nor the PMC are supervising any work performed for Participant, and neither Energy Trust nor the PMC are responsible in any way for proper completion of that work or proper performance of any equipment purchased. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the installation of the equipment. Energy Trust does not guarantee any particular energy savings results by its approval of this application, or by any other of its actions.

**Form 120P
Incentive Application—Standard Equipment
Business Energy Solutions—Existing Buildings**



To be completed by Contractor and Participant

Lockheed Martin Services, Inc. is a Program Management Contractor for Energy Trust of Oregon, Inc.

GOVERNING LAW: This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

ENERGY INFORMATION RELEASE: Participant authorizes Energy Trust to access energy usage data for the project's specified accounts at the physical address of the project as listed and will provide other reasonable assistance to Energy Trust to obtain such information.

INFORMATION RELEASE: Participant agrees that Energy Trust may include Participant's name, city or county of business, Program services/incentives and resulting energy-savings in reports or other documentation submitted to Energy Trust's government overseers and relevant agencies administering energy programs. Energy Trust will treat all other Participant information gathered by Energy Trust through the Program as confidential and will report it in Program evaluations only in the aggregate.

FACSIMILE/SCANNED SIGNATURES: Facsimile transmission of an original document, or a scanned original document transmitted to Energy Trust as an attachment via electronic mail, shall be the same as delivery of the original signed document. At the request of Energy Trust, Participant shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

Participant Agreement

By signing below, you represent and warrant that you (i) have read, understand and agree to the terms and conditions of this agreement, and (ii) have the authority to sign this agreement on behalf of Participant.		
Participant's Authorized Representative <i>(printed name)</i>	Signature	Date

REMEMBER TO:

- Complete and sign this application
- Attach copies of utility bills for this site's utility accounts
- Attach manufacturer specification sheet(s) for all equipment purchased
- Attach a completed IRS Form W9 for Participant (or other payee)

Option to Assign Payment to Contractor - PLEASE NOTE: An IRS Form W-9 (Request for Taxpayer Identification Number and Certification) for the Contractor named below must be attached if this option is selected.

PARTICIPANT AND CONTRACTOR			
Do you want Contractor to take direct payment of the incentives in partial payment of its invoice? If so, both Participant and Contractor must sign below. Both Participant and Contractor understand and agree that if this option is selected the incentive check will be issued to the Contractor named below at the address listed below and Energy Trust is not responsible for any tax liabilities that may be associated with the incentive payment. In addition, Participant understands that, notwithstanding this assignment, responsibility for complying with the terms and conditions of this Form 120P shall continue to be the obligation of Participant, and Energy Trust's sole responsibility under the Form 120P agreement shall be to Participant. Accordingly, Contractor understands that it shall have no rights against Energy Trust or the PMC with respect to such assignment or the payment of the incentive, and in the event that Energy Trust does not pay the incentive as a result of Participant's failure to comply with the Form 120P agreement, Contractor's sole recourse shall be against Participant. Participant directs Energy Trust to pay any incentive to which it is entitled to the Contractor named below and waives all rights to directly receive the Energy Trust incentives for the Measures.			
Contractor Name			
Mailing Address	City	State	Zip
Telephone	<input type="checkbox"/> cell <input type="checkbox"/> home <input type="checkbox"/> work		Fax
Participant Authorized Representative <i>(printed)</i>	Signature	Date	
Contractor Authorized Representative <i>(printed)</i>	Signature	Date	

FOR MORE INFORMATION: Call 1.877.510.6800, and ask for the Business Energy Solutions Existing Buildings program.