

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

Program Use Only	
Project ID	FastTrack ID
Secondary Project ID	Currently Self-directing? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Eligible to Self-direct? <input type="checkbox"/> Yes <input type="checkbox"/> No

Participant Information

Legal Business Name		Assumed Business Name	
Contact Name		Title	
Mailing Address		City	State Zip
Telephone	Email		
Is your organization directly responsible for paying the utility bills at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Which of the following best describes your organization? <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Project Consultant			
If Participant would like for Energy Trust to communicate and share information about the project described in this application with an entity other than Participant, please authorize us to release such information by providing us with your consultant's name and contact information:			
Authorized Project Consultant Business Name		Contact Name	
Telephone	Email		

Site Information

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

Project Name		Facility County	
Site Address		City	State OR Zip
Number of Stores in Oregon	Hours per week store operates		Project Sq Footage
Existing Heating Fuel Source <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other (specify)			Building Sq Footage

Equipment Information (must meet or exceed Existing Buildings program requirements)

Standard Measures	Existing Type	Incentive	Make	Model	Quantity	Cost	Total Incentive
Anti-Sweat Controls, medium temp case (evaporator temperature between 1°F and 35°F)	<input type="checkbox"/> Walk-in <input type="checkbox"/> Reach-in <input type="checkbox"/> Coffin	\$40/ linear ft			ft		
Anti-Sweat Controls, low temperature case (below 0°F)	<input type="checkbox"/> Walk-in <input type="checkbox"/> Reach-in <input type="checkbox"/> Coffin	\$50/ linear ft			ft		
Auto Door Closers, low-temp	<input type="checkbox"/> Walk-in <input type="checkbox"/> Reach-in	\$50 per unit					
Auto Door Closers, med-temp	<input type="checkbox"/> Walk-in <input type="checkbox"/> Reach-in	\$40 per unit					
ECM (Change from Shade Pole or PSC to ECM)	<input type="checkbox"/> Shade Pole <input type="checkbox"/> PSC	\$45/ motor replaced					
Evaporator Fan Controls (Add control to Shade Pole or PSC motor)	<input type="checkbox"/> Shade Pole <input type="checkbox"/> PSC	\$25 per fan controlled					
LED Case Lighting, single	<input type="checkbox"/> T-8 to LED	\$10/ linear ft			ft		
LED Case Lighting, single	<input type="checkbox"/> T-12 to LED	\$10/ linear ft			ft		
LED Case Lighting, double	<input type="checkbox"/> T-8 to LED	\$10/ linear ft			ft		
LED Case Lighting, double	<input type="checkbox"/> T-12 to LED	\$10/ linear ft			ft		
Motion Sensor on LED Case, single (side bar)		\$2/ linear ft			ft		
Motion Sensor on LED Case, double (mullion)		\$2/ linear ft			ft		
Night Covers	<input type="checkbox"/> Vertical <input type="checkbox"/> Horizontal	\$10/ linear ft			ft		

Terms and Conditions

APPLICATION: This *Form 120G: Incentive Application — Grocery Stores* must be filled out completely, truthfully and accurately. Complete applications, with all required accompanying documentation, must be submitted to Energy Trust's Existing Buildings program (Program) within 90 days of equipment purchase and installation in order to be eligible for incentives. Participants are advised to retain a copy of this application and any accompanying documentation submitted. The Program Management Contractor (PMC) provides services for the Program on behalf of Energy Trust. Neither Energy Trust nor the PMC will be responsible for any lost documentation pertaining to this application, or any lost or misdirected mail.

ELIGIBILITY: Commercial, municipal and institutional electric service customers located in the Oregon service territories of (i) Portland General Electric or Pacific Power, and (ii) NW Natural or Cascade Natural Gas (on rate schedules paying the public purpose charge) can submit this form to apply for incentives for the purchase and installation of qualifying energy-efficient equipment. Program services and incentive offerings may vary by territory. Please contact us to find out if you are eligible. Final determination of eligibility rests solely with Energy Trust.

PAYMENT: Incentives will be paid upon installation of (i) the qualifying energy-efficient equipment, (ii) submission of this completed application, a completed *IRS Form W-9 (Request for Taxpayer Identification Number and Certification)*, all required project cost documentation, and (iii) completion of a post-installation verification, if required. Please allow 60 to 90 days from 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. Participant agrees and acknowledges that its acceptance of any Energy Trust incentive funding for energy-efficient equipment identified in this application constitutes representation and warranty to Energy Trust that Participant needed and used such funding for the purpose of purchasing and installing the energy efficiency equipment as described herein.

PROJECT COST DOCUMENTATION: Participant must submit all sales slips, invoices, manufacturer specification sheets and other pertinent documents itemizing the equipment purchased. The project cost 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, Participant agrees to inform Energy Trust of any external funding sources received by Participant that directly reduce all or a portion of the final project costs incurred by Participant for the energy efficiency equipment specified in this application (for example, state/federal funding, grants, discounts, rebates, incentives or other similar types of consideration (the "Grant Funds")). While Energy Trust encourages leverage of its incentive funding to reduce Participant's final project costs for the purchase and installation of such equipment, the amount of Energy Trust incentive funding may never exceed an amount equal to final project costs minus Grant Funds received by Participant for the project. Energy Trust reserves the right to request additional project documentation for review, as it deems necessary, prior to payment of incentives to ensure accountability for Program funds.

INCENTIVES: Funds for incentives are limited and subject to budget availability. Details of the Program, including incentive levels and other requirements, are subject to change. The equipment must be listed as a standard measure on this *Form 120G* in order to qualify for incentives under this application. The total incentive provided will never exceed the total project cost. Incentives paid to any Participant for all applications submitted to the 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 Portland General Electric or Pacific Power territory, 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 will affect how much incentive funding Energy Trust will provide for the qualifying 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 incentives that a non self-directing entity would be eligible to receive. It is Participant's responsibility to inform Energy Trust when submitting this application if it is or will be self-directing its conservation public purpose charge and is seeking the reduced incentive. 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 a 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 any incentive payment. 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 elsewhere 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.

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 the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, or the Oregon Legislature. Energy Trust will treat all other Participant information gathered by Energy Trust through the Program as confidential and 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 (i) Participant has read, understands and agrees to the terms and conditions of this agreement, and (ii) you have the authority to sign this agreement on behalf of Participant.

Participant's Authorized Representative <i>(printed name)</i>	Signature	Date
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Option to Assign Payment to Contractor - PLEASE NOTE: The Energy Trust incentive payment will be made to Participant unless Participant and Contractor complete the section below to assign the payment to Contractor. An IRS Form W-9 (Request for Taxpayer

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 120G shall continue to be the obligation of Participant, and that Energy Trust's sole responsibility under this Form 120G 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 120G 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 identified energy efficiency project.			
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 name)</i>	Signature		Date
Contractor Authorized Representative <i>(printed name)</i>	Signature		Date
FOR MORE INFORMATION: Call (877) 510 6800, and ask for the Existing Buildings program.			